

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, OCTOBER 05, 2021

6:00 PM

COUNCIL CHAMBERS

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 Council

Regular Session
October 05, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Joe Walker

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: September 21, 2021 [**PAGES 10-14**]

b. Zoning Public Hearing: September 28, 2021 [**UNDER SEPARATE COVER**]

c. Special Called Meeting: September 28, 2021 [**UNDER SEPARATE COVER**]

The Honorable Paul Livingston

5. **ADOPTION OF AGENDA**

6. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Elizabeth McLean,
Acting County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

a. Landfill Property Acquisition

7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

8. CITIZEN'S INPUT

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE COUNTY ADMINISTRATOR [PAGES 15-17]

Leonardo Brown,
County Administrator

- a. COVID-19 Update
- b. Project Updates

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley,
Interim Clerk of Council

- a. 2022 Council Meeting Calendar [ACTION] [PAGES 18-19]
- b. 2022 Council Retreat:
 - a. Location
 - b. Potential Dates

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Personnel Matter: County Attorney

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related thereto

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 21-022MA
Frank McMaster
RU to GC (8.76 Acres)
Barbara Drive
TMS # R17109-02-06 [SECOND READING] [PAGES 20-21]
- b. 21-025MA
Matthew Condon

RU to RM-HD (5.94 Acres)
9569 & 9579 Farrow Road
TMS # R17400-09-05, 06 & 07 [SECOND READING] [PAGES 22-23]

- c. 21-027MA
Chip Goforth
RU to RC (3.35 Acres)
7742 Bluff Road
TMS # R32403-02-04 & 05 [SECOND READING] [PAGES 24-25]
- d. Division of Solid Waste & Recycling - Solid Waste Management Plan [PAGES 26-120]
- e. Treasurer's Office - Federal Forestry Funds [PAGES 121-128]
- f. Coroner's Office - Professional Pathology Services [PAGES 129-135]
- g. Waverly Magistrate Lease Extension [PAGES 136-152]
- h. Public Defender Lease Agreement [PAGES 153-162]
- i. Public Defender Positions [PAGES 163-174]
- j. 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 [FIRST READING] [PAGES 175-199]
- k. Alvin S. Glenn Detention Center - Award of Fire and Security Control Maintenance Contract [PAGES 200-203]
- l. An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation [FIRST READING] [PAGES 204-224]
- m. Neighborhood Matching Grant Guidelines [PAGES 225-257]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06 [PAGES 258-262]

- b. 21-018MA
DR Horton
RU to RS-E (94 Acres)
Hard Scrabble Road
TMS #R14600-03-17(p) [PAGES 263-264]
- c. Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related [PAGES 265-288]
- d. An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2021 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2021 through June 30, 2022 [PAGES 289-300]

15. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Bill Malinowski

- a. Ordinance Amendment, Chapter 2, Administration, Purchase Negotiations [PAGES 301-304]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Tide; identifying the project; and other matters related thereto [PAGES 305-306]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement, and amendment of that certain existing fee-in-lieu of ad valorem agreement, by and between Richland County, South Carolina and Project Tide; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 307-347]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Remedy; identifying the project; and other matters related thereto [PAGES 348-349]
- d. An Ordinance authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Remedy to provide for payment of a fee-in-lieu of

taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 350 - 383]

- e. A Resolution approving the 2021 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 384-402]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

a. NOTIFICATION OF APPOINTMENTS

- 1. Employee Grievance Committee - Two (2) Vacancies (MUST be a Richland County employee; 1 seat is an alternate)
 - a. Meghan Easler [PAGES 403-404]
- 2. Transportation Penny Advisory Committee (TPAC) - Six (6) Vacancies
 - a. Eva Young Prioleau [PAGES 405-406]
- 3. Township Auditorium - Two (2) Vacancies
 - a. Lisa Wiley [PAGES 407-408]
- 4. Procurement Review Panel - Two (2) Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
 - a. Tina Green [PAGES 409-410]

b. ITEMS FOR ACTION

- 1. I move to amend the Public Nuisance Ordinance to define "Public Places/ Establishments" to include restaurants, taverns, lodges, parking lots, and public places where children or students attend and/or normally congregate [DICKERSON - October 6, 2020] [PAGES 411-412]

18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Clemson Rd. Sidewalk Phase 1 Contingency [PAGES 413-422]
- b. Dirt Road Package L [PAGES 423-427]
- c. Lower Richland Rescope [PAGES 428-433]
- d. Mitigation Credit Sales - Encompass Health Rehabilitation Hospital [PAGES 434-450]

19. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

The Honorable Gretchen Barron

a. Community Outreach and Awareness Efforts:

1. Incentive Program [PAGES 451-463]

b. American Rescue Plan Funding:

1. Premium Pay [PAGES 464-466]

2. Safety and Security Equipment [PAGES 467-476]

20. OTHER ITEMS

The Honorable Paul Livingston

a. FY22 - District 5 Hospitality Tax Allocations [PAGES 477-478]

b. FY22 - District 7 Hospitality Tax Allocations [PAGES 479-480]

21. EXECUTIVE SESSION

Elizabeth McLean,
Acting County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

22. MOTION PERIOD

The Honorable Bill Malinowski

a. Any contract, IGA, or other document that needs council approval for continuation of service must be provided to Council with all background 2 months prior to expiration

23. ADJOURNMENT



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



Richland County Council
Regular Session
September 21, 2021 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT:, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dale Welch, Justin Landy, Lori Thomas, Leonardo Brown, John Thompson, Aric Jensen, Elizabeth McLean, Bill Davis, Dante Roberts, Michael Maloney, Casey White, James Hayes, Jennifer Wladischkin, Judy Cater, Randy Pruitt, Ronaldo Myers, Sandra Haynes, Stacey Hamm, Christa Sheehan, Michael Byrd, Stephen Staley, Synithia Williams, Geo Price and Jeff Ruble

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Allison Terracio

APPROVAL OF MINUTES

4.
 - a. **Special Called Meeting: September 14, 2021** – Ms. English moved, seconded by Ms. Mackey, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, and English

Not Present: J. Walker

Abstained: Newton

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Barron, to adopt the agenda as published.

Ms. Newton stated the Report of the Employee Evaluation and Oversight Committee needed to be added to the agenda to discuss the County Attorney Search. She note it is a personnel matter, and would qualify for Executive Session.

Ms. McBride moved, seconded by Ms. Mackey, to adopt the agenda as amended.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton.

Opposed: Malinowski

**Regular Session
September 21, 2021**

-1-

Not Present: J. Walker

The vote was in favor.

PRESENTATION OF PROCLAMATION

6. a. **Resolution Recognizing National Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) Week** - Mr. O. Walker read the proclamation into the record.
7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** - Ms. McLean stated the following items were appropriate for Executive Session:
 - a. **Economic Development Accountability Report**
 - b. **Report of the Employee Evaluation and Oversight Ad Hoc Committee: County Attorney Search**

8. **CITIZEN’S INPUT**

- a. **For Items on the Agenda Not Requiring a Public** – No one signed up to speak.
- b. **Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)** – No one signed up to speak.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** - Mr. Brown noted there were some additional information and updates from the Governor’s Association that spoke to what other states have done to encourage persons to get vaccinated. The other is a case out of North Charleston regarding a vaccine mandate, and how their employees responded to the mandate.
- b. **Project Updates** - Mr. Brown stated the Land Development Manual (LDM) is a guide for engineers and developers on development regulations in the County. The LDM is connected to, but different from the Land Development Code. The Land Development Manual provides the technical specifications needed to comply with road and drainage design standards in the Land Development Code. Staff in Community Development and Planning and Public Works Departments have worked on the update to the manual over several years. Staff held multiple meetings with the development and conservation community on the updated design standards in order to receive and incorporate feedback on the proposed changes. The updated manual incorporates requirements from the County’s National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer (MS4) Permit, the SCDHEC Construction General Permit, the SC Asphalt Pavement Association pavement design standards, and addresses localized flooding. Major changes in the LDM include new water quality design standards to reduce pollution associated with development. A downstream analysis for all development and re-development sites to identify potential flooding issues and avoid making downstream flooding worse. Revised minimum asphalt pavement thickness from 2” to 3” to improve the quality of roads taken into the County’s maintenance system, and other changes including formatting, clarification, streamlining of sections for ease of reading, and the inclusion of a table of all major changes.

Ms. Newton inquired if the manual would be coming back to full Council for approval.

Ms. Williams responded the plan was to bring the manual back to Council as a part of the Zoning Public Hearing next week.

Mr. O. Walker inquired if the Public Safety Complex contract under legal review is with the architecture firm.

Mr. Brown responded in the affirmative.

Mr. O. Walker inquired if Legal is reviewing it.

Mr. Brown responded the contract has been reviewed. The County and firm are looking at the terms in the actual agreement.

10. **REPORT OF THE DEPUTY CLERK OF COUNCIL** – No report was given.

11. **REPORT OF THE CHAIR** – Mr. Livingston requested Councilmembers submit their ad hoc committee preferences to by Thursday, September 23rd at Noon.

POINT OF PERSONAL PRIVILEGE: Ms. English thanked Chief Cowan for his service, as he is moving on to Cayce as their Sheriff.

Mr. Livingston also thanked Chief Cowan for all he has done for the County. He introduced Major Polis, who will be fulfilling some of the duties of Chief Cowan.

12. **THIRD READING ITEMS**

a. **21-010MA Kevin Steelman PDD to PDD 8930 Rabbit Run TMS # R21800-01-06** – Ms. Newton moved, seconded by Ms. Terracio, to defer this item until the next meeting.

In favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Not Present: J. Walker

The vote in favor was unanimous.

13. **SECOND READING ITEMS**

a. **21-018MA DR Horton RU to RS-E (94 Acres) Hard Scrabble Road TMS #R14600-03-17(p)**

b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc., to provide for payment of a fee-in-lieu of taxes; and other related matters**

c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Bridge to provide for payment of a fee-in-lieu of taxes; and other related matter**

Ms. Newton moved, seconded by Ms. Barron, to approve items (a) (b) and (c).

Mr. Malinowski noted he is awaiting further information for items (b) and (c), so he will be voting “no” on those item.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. **Employee Grievance Committee – Three (3) Vacancies (Must be a Richland County employee; 1 seat is an alternate)** – Mr. Malinowski stated the committee recommends appointing Mr. Williams S. Ryon, and re-advertise the remaining vacancy.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

2. **Lexington Richland Alcohol and Drug Abuse Council [LRADAC] – one (1) Vacancy** – Mr. Malinowski stated the committee recommends appointing Ms. Maryann Wright.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

3. **Procurement Review Panel – (2) Vacancies (one applicant must be from the public procurement arena & one applicant must be from the consumer industry)** – Mr. Malinowski stated the applicant was unavailable to be interviewed due to family illness.

15. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT COMMITTEE**

- a. **Update on County Attorney Search [EXECUTIVE SESSION]** – This item was taken up in Executive Session.

16. **OTHER ITEMS**

- a. **FY22 - District 2 Hospitality Tax Allocations**
- b. **FY22 - District 9 Hospitality Tax Allocations**

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September 21, 2021

Ms. McBride moved, seconded by Ms. Barron, to approve items (a) and (b)

Mr. Pugh noted there needed to be a correction on 15(a). The amount allocated should be \$12,500.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. McBride, to reconsider Items 16(a) and (b)

Opposed: Malinowski, Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English and Newton

Not Present: J. Walker

The motion for reconsideration failed.

17. **EXECUTIVE SESSION** – Ms. Newton moved, seconded by Ms. McBride, to go into Executive Session.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, English, and Newton

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

*The Council went into Executive Session at approximately 6:29 PM
And came out at approximately 7:40 PM*

a. **Economic Development Accountability Report** – Mr. Livingston stated this item was received as information.

b. **Report of the Employee Evaluation and Oversight Ad Hoc Committee** – Mr. Livingston stated no action was taken.

18. **MOTIONS PERIOD**

a. **Based on the fact the Planning Commission makes decisions that affect unincorporated Richland County only, members assigned must reside in unincorporated Richland County)** – This item was referred to the Rules and Appointments Committee.

19. **ADJOURNMENT** – The meeting adjourned at approximately 7:41 PM



Report of the County Administrator

Regular Session Meeting – October 05, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

*Incidence Rate for current reporting period is at 658 per 100,000 putting

Richland County's Level of Incidence in the HighTier (>200), for confirmed cases

*Percent Positive is 6.5% for current reporting period

54.6% of Richland County residents eligible to be vaccinated have completed their vaccination

192,842/353,173

51.9% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,231,282/4,296,148

2. Emergency Rental Assistance Program Statistics

ERA (2) –As of this report, we have approved \$3,842,950.36 of our ERA (2) allocation, assisting 720 applicants.

Richland County has been recognized by the U.S. Treasury for its Emergency Rental Assistance program performance.

PROJECT UPDATES:

The October 19th report will be a more detailed report.

ATTACHMENTS:

1. COVID-19 Statistical Data

Number of Tests

57,714

Select Date Range
to Filter Page Values

9/19/2021

9/27/2021

Percent Positive

6.5%

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	384	134	518
Antigen	7,853	847	8,700
Viral (Molecular)	45,346	3,150	48,496
Grand Total	53,583	4,131	57,714

1.8% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.

- Count Viral (Molecular) Test over Test
- Positive PCR for Test over Test
- MOVING AVG TEST over TEST



Tests

1,093,777

Cases

66,283

Hospitalizations

1,679

Deaths

723

Two Week Cumulative Incidence Rate

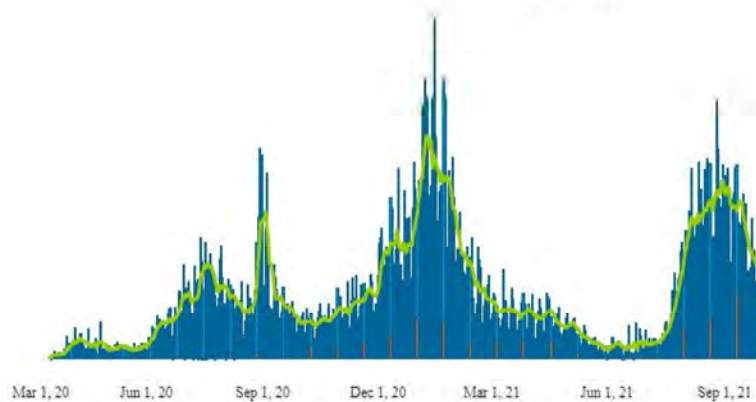
The Two-Week Cumulative Incidence Rate includes new (confirmed & probable) cases reported in the past two weeks (9/14/2021 - 9/27/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information
Click the county again to return to the full state map



COVID-19 Cases per Day
County Displayed: Richland

- Count of Confirmed Cases
- Count of Probable Cases
- Moving Average 7 day



7-Day Moving Average of reported COVID-19 Cases, by Public Health Region

■ Midlands

Average
400
300



Low; 0-50

Moderate; 51-200

High; >200

2022 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
4	REGULAR SESSION – 6:00 PM
TBD	COUNCIL RETREAT
FEBRUARY:	
8	SPECIAL CALLED – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
3	REGULAR SESSION – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
JUNE:	
7	REGULAR SESSION – 6:00 PM
21	REGULAR SESSION – 6:00 PM
28	COMMITTEES – 5:00 PM
28	ZONING PUBLIC HEARING – 7:00 PM

JULY:	
12	SPECIAL CALLED – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
	ZONING PUBLIC HEARING – 7:00 PM
AUGUST 30	SPECIAL CALLED – 6:00 PM
SEPTEMBER:	
13	SPECIAL CALLED – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
OCTOBER:	
4	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
NOVEMBER:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
17	COMMITTEES – 5:00 PM
17	ZONING PUBLIC HEARING – 7:00 PM
DECEMBER:	
6	REGULAR SESSION – 6:00 PM
13	SPECIAL CALLED – 6:00 PM
15	COMMITTEES – 5:00 PM
15	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or planningcommission@rcgov.us for further information.

Visit our Website at www.richlandcountysc.gov for updated information.

For more information, please contact the Clerk of Council’s Office at (803) 576-2060.

Richland County Council Request for Action

Subject:

21-022MA
Frank McMaster
RU to GC (8.76 Acres)
Barbara Drive
TMS # R17109-02-06

Notes:

First Reading: September 28, 2021
Second Reading:
Third Reading:
Public Hearing: September 28, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17109-02-06 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17109-02-06 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 28, 2021
First Reading: September 28, 2021
Second Reading: October 5, 2021
Third Reading: October 19, 2021

Richland County Council Request for Action

Subject:

21-025MA
Matthew Condon
RU to RM-HD (5.94 Acres)
9569 & 9579 Farrow Road
TMS # R17400-09-05, 06 & 07

Notes:

First Reading: September 28, 2021
Second Reading:
Third Reading:
Public Hearing: September 28, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17400-09-05, 06, AND 07 FROM RURAL DISTRICT (RU) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17400-09-05, 06, & 07 from Rural District (RU) to Residential Multi-Family High Density District (RM-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 28, 2021
First Reading: September 28, 2021
Second Reading: October 5, 2021
Third Reading: October 19, 2021

Richland County Council Request for Action

Subject:

21-027MA
Chip Goforth
RU to RC (3.35 Acres)
7742 Bluff Road
TMS # R32403-02-04 & 05

Notes:

First Reading: September 28, 2021
Second Reading:
Third Reading:
Public Hearing: September 28, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R32403-02-04 AND 05 FROM RURAL DISTRICT (RU) TO RURAL COMMERCIAL DISTRICT (RC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R32403-02-04 and 05 from Rural District (RU) to Rural Commercial District (RC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 28, 2021
First Reading: September 28, 2021
Second Reading: October 5, 2021
Third Reading: October 19, 2021

Richland County Council Request for Action

Subject:

Division of Solid Waste & Recycling - Solid Waste Management Plan

Notes:

September 28, 2021 – The D&S Committee recommended Council adopt and implement the updated 2021 Richland County Solid Waste Management Plan as required by the South Carolina Solid Waste Policy and Management Act of 1991.



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	May 05, 2021	Meeting Date:	June 22, 2021
Legal Review	Elizabeth McLean via email	Date:	June 10, 2021
Budget Review	James Hayes via email	Date:	June 14, 2021
Finance Review	Stacey Hamm via email	Date:	June 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Adoption of the Richland County Solid Waste Management Plan (SWMP)		

STAFF’S RECOMMENDED ACTION:

The Solid Waste & Recycling Division Staff recommends that County Council adopt and implement the updated 2021 Richland County Solid Waste Management Plan as required by the South Carolina Solid Waste Policy and Management Act of 1991.

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 Solid Waste Management Plan (SWMP) was prepared by HDR Consulting at a cost of \$25,800.00. Purchase order CPS19056 was established for this plan.

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

None.

REGULATORY COMPLIANCE:

The South Carolina Solid Waste Policy and Management Act of 1991 requires preparation of local solid waste management plans.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste Management Plan for Richland County, South Carolina, has been prepared in compliance with the South Carolina Solid Waste Policy and Management Act of 1991 (SC SWPM Act). The goals of the Plan, along with the recommended methods for implementation, are contained herein.

The purpose of this document is to accurately depict the background and current conditions of the solid waste management system in Richland County and to establish a plan by which the County can enter into a new era of solid waste management.

In developing this Solid Waste Management Plan, the Solid Waste & Recycling Division Staff agreed that the goals of this effort would be:

- To identify any deficiencies in existing solid waste management programs and systems which should be addressed in order to meet local needs and protect public health and the environment.
- To guide the County in what solid waste management programs and facilities should be implemented and developed in the future, and
- To maintain a Solid Waste Management Plan which is in compliance with State requirements and local objectives.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The original Richland County Solid Waste Management Plan was created in 1994. Revisions were made in 2005 and 2011. The 2021 plan includes current population trends, describes legislative authority, expands on our county wide recycling program, provides current economic trends and expands on existing and future of Solid Waste Management here in Richland County. The Solid Waste Industry changes continuously and this revised plan will allow Richland County to keep up with current industry standards and those for the future.

ATTACHMENTS:

1. Richland County Solid Waste Management Plan



2021 Solid Waste Management Plan

Richland County

Richland County, South Carolina

May 4, 2021

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1 Executive Summary

1.1 Introduction

The Solid Waste Policy and Management Act of 1991 (Act) requires the South Carolina Department of Health and Environmental Control (SC DHEC) to publish a Solid Waste Management Plan (State Plan). The most recent revision to the State Plan was published in 1999.

The Act also requires preparation of "local" solid waste management plans. Richland County initially developed a Solid Waste Management Plan for Richland County (Plan) in 1994 and updated it in April 2005. The Plan was again updated in 2011 but was not approved by the Richland County Council. The purpose of this revision is to update the Plan by incorporating information through Fiscal Year (FY) 2019 to correspond with the latest South Carolina Solid Waste Management Annual Report, as well as to generate planning for a future period of twenty years. For the purposes of this Plan, fiscal year is defined as July 1 through June 30 (i.e. FY 2019 is from July 1, 2018 to June 30, 2019). This update to the Plan has been organized to follow the 1999 State Plan and has been prepared so that information presented in the Plan can be readily incorporated into the appropriate chapters of the State Plan. It is recommended that the Richland County Solid Waste Management Plan be reviewed annually and updated every five years.

A brief synopsis of each Section of the 2021 Solid Waste Management Plan is provided in the remainder of this section.

1.2 Legislative Authority

Subtitle D of the Resource Conservation and Recovery Act of 1976 (RCRA) is a federal law, which was established to provide nationwide standards for management of solid waste. Because South Carolina adopted the standards outlined in Subtitle D, the United States Environmental Protection Agency (EPA) gave authorization to the State to enforce solid waste management standards.

The State law that largely governs the management of solid waste in South Carolina is the Solid Waste Policy and Management Act of 1991 (Act). The Act required SC DHEC to develop South Carolina's Solid Waste Management Plan. The Act also provided minimum standards as to the content of the Plan. Also included as part of the Act, SC DHEC was given responsibility in the development and promulgation of various regulations intended to establish minimum standards for the construction, maintenance, operation, and closure of solid waste management facilities.

Section 44-96-80(J) of the Act gives the Governing body of a county the responsibility and authority to provide for the operation of solid waste management facilities. The Governing body of the Richland County Solid Waste & Recycling Division is the Richland County Council.

A copy of the Richland County Code of Ordinance for management of solid waste (Chapter 12) is provided in *Appendix A*.



1.3 Demographics

Using the US Census Data (Census 2010) population projection growth rate, the permanent population of Richland County in FY 2019 was estimated to be 414,576. The projections are based on an estimated 0.96 percent annual growth rate through 2020; annual growth rate from 2020 to 2025 is estimated to be 0.74 percent, from 2025 through the remainder of the 20-year planning period is estimated to be 0.67 percent. The permanent population is estimated to be 479,224 people in FY 2040.

1.4 Existing and Future Solid Waste Management

According to the South Carolina Solid Waste Management Annual Report for FY 2019, each South Carolinian generated an average of 5.2 pounds per day of Municipal Solid Waste (MSW) and an average of 3.7 pounds per day of the generated MSW was disposed. Additionally, the State's per capita MSW recycling rate was an average 1.5 pounds per day. Comparatively, for Richland County in FY 2019, SC DHEC reported that Richland County had a residential per capita generation rate of 4.3 pounds per day, a per capita MSW disposal rate of 3.7 pounds per day, as well as a per capita MSW recycling rate of 0.59 pounds per day.

Collection and transfer of waste for disposal in Richland County is accomplished by varying means throughout the County, depending on the particular location. The collection of solid waste for the majority of Richland County's population is either curbside or staffed drop-off centers.

There are three permitted Class 3 Landfills within Richland County. The commercially operated, privately-owned Waste Management of Richland Landfill has an estimated 25.1 years of remaining life based on its permitted disposal rate. Based on current disposal rates, it has 30 years of remaining life. The Richland Landfill accepts the majority of the State's imported waste. The Richland Landfill has notified the County that it is planning to request an increase in the annual disposal rate for the landfill. The commercially operated, privately-owned Northeast Landfill, LLC has an estimated 10.8 years of remaining life based on its permitted disposal rate. Based on current disposal rates, it has 34.7 years of remaining life. The non-commercially operated, privately-owned Dominion Energy Wateree Station Landfill has an estimated remaining airspace of 15.1 million cubic yards. Its estimated remaining life was reported by SC DHEC in the FY 2019 South Carolina Solid Waste Management Annual Report as not applicable.

There are three permitted Class 2 Landfills within Richland County. The commercially operated, publicly owned Richland County Construction & Demolition Debris (C&D) Landfill has approximately 11 years of remaining life. The commercially operated, privately-owned Carolina Grading Inc. Landfill has approximately 150 years of remaining life. The non-commercially operated, privately-owned International Paper – Eastover Landfill has approximately nine years of remaining life.

The 1991 Solid Waste Management Act placed disposal bans (cannot be landfilled) on lead-acid batteries, used oil, yard trash & land-clearing debris, whole waste tires, and white goods. Beginning July 1, 2011, certain electronic wastes were banned from disposal in landfills in South



Carolina. Richland County provides collection, recycling, and disposal services for the banned items.

A list of SC DHEC permitted or registered solid waste facilities located within Richland County is located in *Appendix B*.

1.5 Local Government Oversight

All of the incorporated areas of Richland County, including the Cities/Towns of Arcadia Lakes, Blythewood, Cayce, Columbia, Eastover, Forest Acres, and Irmo, as well as the unincorporated collection system generate funds in support of their systems through user fees and/or property taxes. These user fees and/or property taxes pay for collection, recycling and mulching, public education, as well as disposal. The annual fee for curbside collection is included in each Richland County property owner's annual tax bill. The Town of Blythewood has an intergovernmental agreement (IGA) with Richland County whereby the solid waste services in Blythewood will be managed by Richland County.

It is the responsibility of the Richland County Solid Waste & Recycling Division to address the planning of solid waste management facilities. Richland County's primary sources of revenue to cover costs for siting, construction, operation, closure, and post-closure care of any proposed solid waste management facilities for the 20-year planning period are generated from residential solid waste fees, tipping fees, roll cart fees and sales from recyclables. Ordinance No. 954-82 plays an important role in providing a means of funding for all solid waste management and recycling facilities located in Richland County. According to Ordinance No. 954-82, the Richland County Solid Waste & Recycling Division shall annually determine the assessments to be levied for garbage services mainly based upon the level of services provided the property, the amount of funds required to finance solid waste collection, and the benefit received by the property, and advise the auditor of the assessment to be collected. It is the auditor's duty to include the assessment with the annual property tax notices. The county director of finance shall be the one to establish a solid waste enterprise fund. All receipts collected by the treasurer from the assessments for the purpose of solid waste collection will be credited to the established fund.

1.6 Goals, Policies, Strategies & Barriers

The Richland County Solid Waste & Recycling Division intends to incorporate the goals and policies set by the State into its solid waste program. Through Richland County's recycling and public education programs, significant effort has been made toward recycling and reduction of solid waste. As funding allows, the Richland County Solid Waste & Recycling Division intends to capitalize on opportunities to achieve the per capita waste generation goal and continue to work toward exceeding the recycling goal set by the State Plan. The greatest barriers to increasing solid waste reduction and recycling include adequate and affordable markets for recyclables, available funding, and education.



1.7 Public Participation, Plan Revision, and Consistency with State and Local Solid Waste Management Plan

The 2021 Richland County Solid Waste Management Plan was prepared utilizing input from local governments. While Section 44-96-80(N) of the South Carolina Solid Waste Policy and Management Act calls for the formation of a Solid Waste Advisory Council, it was decided that this formation was unnecessary as the Richland County Solid Waste & Recycling Division and local governments provided sufficient review of the Plan. This Plan will instead be submitted straight to Richland County Council by the Richland County Solid Waste & Recycling Division. Meeting minutes documenting the Richland County Council review of the Richland County Solid Waste Management Plan will be provided to SC DHEC and eventually be located in *Appendix C* of this Plan.

The Richland County Solid Waste Management Plan will be updated every five years, at a minimum. Revisions of the Richland County Solid Waste Management Plan require endorsement of the Richland County Solid Waste & Recycling Division and the Richland County Council.

Section 44-96-290(F) of the Act states no permit to construct a new solid waste management facility or to expand an existing solid waste management facility within a county or municipality may be issued by SC DHEC unless:

- The proposed facility or expansion is consistent with the local or regional solid waste management plan and the state solid waste management plan; and
- The host jurisdiction and the jurisdiction generating solid waste destined for the proposed facility or expansion can demonstrate that they are actively involved in and have a strategy for meeting the statewide goal of waste reduction established in this chapter.

All permit applications for solid waste management facilities must be submitted to SC DHEC and reviewed for consistency with the State Solid Waste Management Plan and the 2021 Richland County Solid Waste Management Plan.



2 Legislative Authority

2.1 Introduction

The purpose of this section is to describe the legislative authority for preparation of this plan.

2.2 Federal

The EPA regulates solid waste under the authority of RCRA. Non-hazardous solid waste is governed by Parts 257 and 258 of the Code of Federal Regulations. Part 258, better known as RCRA Subtitle D, establishes criteria for municipal solid waste landfills and was published in the Federal Register on October 9, 1991. The intent of this section is to establish a framework for federal, state and local government cooperation in controlling the management of non-hazardous solid waste. The federal role in this arrangement is to establish the general regulatory direction, by providing minimum nationwide standards for protecting human health and the environment and to provide technical assistance to states for planning and developing their own environmentally sound waste management practices.

2.3 State

The principle state law that governs solid waste management is the South Carolina Solid Waste Policy and Management Act of 1991 (Act).

The Act outlines its purpose as follows:

1. to protect the public health and safety, protect and preserve the environment of the State and recover resources which have the potential for further usefulness by providing for, in the most environmentally safe, economically feasible and cost-effective manner, the storage, collection, transport, separation, treatment, processing, recycling and disposal of solid waste;
2. to establish and maintain a cooperative state program for providing planning assistance, technical assistance, and financial assistance to local governments for solid waste management;
3. to require local governments to adequately plan for and provide efficient, environmentally acceptable solid waste management services and programs;
4. to promote the establishment of resource recovery systems that preserve and enhance the quality of air, water and land resources;
5. to ensure that solid waste is transported, stored, treated, processed and disposed of in a manner adequate to protect human health, safety, welfare and the environment;
6. to promote the reduction, recycling, reuse and treatment of solid waste and the recycling of materials which would otherwise be disposed of as solid waste;
7. to encourage local governments to utilize all means reasonably available to promote efficient and proper methods of managing solid waste, which may include contracting with private entities to provide management services or operate management facilities on behalf of the local government, when it is cost effective to do so;



8. to promote the education of the general public and the training of solid waste professionals to reduce the generation of solid waste, to ensure proper disposal of solid waste and to encourage recycling;
9. to encourage the development of waste reduction and recycling programs through planning assistance, technical assistance, grants and other incentives;
10. to encourage the development of the state's recycling industries by promoting the successful development of markets for recycled items and by promoting the acceleration and advancement of the technology used in manufacturing processes that use recycled items;
11. to establish a leadership role for the State in recycling efforts by requiring the General Assembly, the Governor's Office, the Judiciary and all state agencies to separate solid waste for recycling and by granting a preference in state procurement policies to products with recycled content;
12. to require counties to develop and implement source separation, resource recovery or recycling programs or all of the above, or enhance existing programs so that valuable materials may be returned to productive use, energy and natural resources conserved and the useful life of solid waste management facilities extended;
13. to require local government and state agencies to determine the full cost of providing storage, collection, transport, separation, treatment, recycling and disposal of solid waste in an environmentally safe manner; and
14. to encourage local governments to pursue a regional approach to solid waste management.

The Act required SC DHEC to develop the South Carolina Solid Waste Management Plan (Plan). As stated in Section 44-96-60 of the Act, the Plan shall, at a minimum, include:

1. an inventory of the amounts and types of solid waste currently being disposed of at solid waste disposal facilities in this State, both in the municipal solid waste stream and in the industrial solid waste stream;
2. an estimate of solid waste which will require disposal at solid waste disposal facilities in this State projected for the 20-year period following this chapter's effective date;
3. an estimate of the current capacity in this state to manage solid waste, including an identification of each solid waste management facility and a projection of its remaining useful life;
4. an evaluation of current solid waste management practices, including without limitation waste reduction, recycling, incineration, storage, processing, disposal and export;
5. an analysis of the types of solid waste facilities which will be needed to manage the state's solid waste during the projected 20-year period;
6. a description of procedures by which the state may facilitate the siting, construction and operation of new facilities needed to manage the state's solid waste over the projected 20-year period;
7. an evaluation of existing local government solid waste management programs, including recommendations, if necessary, on ways to improve such programs;

8. a description of the means by which the State shall achieve its statewide solid waste recycling and reduction goals; including recommendations on which categories of solid waste material should be recycled;
9. procedures and requirements for meeting state goals for waste reduction and recycling, including composting and objectives for waste-to-energy implementation and sanitary landfilling;
10. a description of existing state programs and recommendations for new programs or activities that will be needed to assist local governments in meeting their responsibilities under this article, whether by financial, technical or other forms of aid;
11. procedures by which local governments and regions may request assistance from SC DHEC;
12. procedures for encouraging and ensuring cooperative efforts in solid waste management by the State, local governments and private industry, including a description of the means by which the State may encourage local governments to pursue a regional approach to solid waste management;
13. minimum standards and procedures developed after consulting with local government officials which must be met by a county or region in its solid waste management plan, including the procedures that will be used to provide input from private industry and from private citizens;
14. a comprehensive analysis of the amounts and types of hazardous waste currently being disposed of in municipal solid waste landfills and recommendations regarding more appropriate means of managing such waste;
15. a description of the public education programs to be developed in consultation with local governments, other state agencies, and business and industry organizations to inform the public of solid waste management practices in this State and the need for and benefits of recycling, reduction, and other methods of managing the solid waste generated in this State;
16. a description of the program for the certification of operators of solid waste management facilities;
17. recommendations on whether to require that certain solid waste materials be made degradable and, if so, which categories of materials; and
18. a fiscal impact statement identifying the cost incurred by SC DHEC in preparing the State Solid Waste Management Plan and that which will be incurred in carrying out all of SC DHEC's duties and responsibilities under this chapter, including the number of new employees that may be necessary, and an estimate of the revenues that will be raised by the various fees authorized by this chapter.

SC DHEC published the first State Solid Waste Management Plan, pursuant to the Act, on November 27, 1992. In mid-1999, SC DHEC published the 1999 South Carolina Solid Waste Management Plan that was intended to be a revision and update of the 1992 Plan.

In an effort to streamline the regulatory process for permitting of solid waste landfills, SC DHEC promulgated a new landfill regulation that based disposal of waste on the waste's chemical and physical properties and not the source of generation of the waste, except for municipal solid waste. On May 23, 2008, Regulation 61-107.19, Solid Waste Landfills and Structural Fill,



became effective. The regulation established minimum standards for site selection, design, operation, and closure of all solid waste landfills and structural fill areas. The regulation replaced R.61-107.11, Construction, Demolition, and Land-clearing Debris Landfills; R.61-107.13, Municipal Solid Waste Incinerator Ash Landfills; 61-107.16, Industrial Solid Waste Landfills; and, 61-107.258, Municipal Solid Waste Landfills. The landfill classifications established by R.61-107.19 are reflected in Section 4, Existing and Future Solid Waste Management.

Another regulatory change that has occurred is the revision to R.61-107.17, Demonstration of Need. The revisions to the regulation became effective on June 26, 2009. Changes in the regulation drastically reduced allowable increases in the maximum annual disposal rate for Class 2 and Class 3 Landfills. Another important revision to the regulation provides for only one replacement of an existing Class 2 or Class 3 Landfill that has exhausted its capacity. From a planning standpoint, it is imperative that the capacity of the existing site be utilized to the maximum extent before moving to a replacement site.

A regulatory change occurred in R.61-107.4 Solid Waste Management: Compost and Mulch Production from Land-clearing Debris, Yard Trimmings and Organic Residuals, which became effective on June 26, 2015. Changes in the regulation were related to feedstock categories for composting.

The SC Solid Waste Policy and Management Act of 1991, Section 44-96-360 of the 1976 Code, was amended on May 3, 2018 with requirements for C&D recyclers and processors. Specifically, all unpermitted C&D debris recycling and processing facilities in existence prior to or on May 3, 2018 were required to register with SC DHEC (by July 3, 2018); submit a permit application (if required based on information provided in the registration) within 12 months of the effective date of the amendment (by July 3, 2019); and obtain a permit within 24 months of the effective date (July 2, 2020). Any new facility (after May 3, 2018) that plans to process or recycle C&D debris must register or obtain a permit before beginning operations. All registered C&D debris recycling and processing facilities must submit an annual report by March 1 to SC DHEC. In addition, facility records must be maintained for no less than three years.

Additionally, as part of this 2018 amendment, Section 44-96-85 was added to establish the Solid Waste Emergency Fund. The department shall transfer 2.5 percent of the funds remitted quarterly to the Solid Waste Management Trust Fund to a special sub-fund designated as the Solid Waste Emergency Fund. The department shall deposit quarterly payments into the Solid Waste Emergency Fund until the unencumbered balance equals \$1,500,000. Section 44-96-120 (relating to the Solid Waste Management Trust Fund) was also amended to include funding of the Solid Waste Emergency Fund in the list of authorized Solid Waste Management Trust Fund expenditures. Lastly, Section 44-96-290 (relating to Solid Waste Management Facility Permitting) was amended to allow the Department to limit Demonstration of Need (DON) requirements, to remove local land use and zoning ordinances from a construction permit to build a new solid waste management facility or expand an existing facility, and to require a person seeking a construction permit to provide documentation of compliance with local land use and zoning ordinances.



2.4 Local Government

Section 44-96-80(J) of the Act gives the governing body of a county the responsibility and authority to provide for the operation of solid waste management facilities. The current governing body of Richland County is the Richland County Council.

Section 44-96-80(K) of the Act gives the governing body of a county the authority to enact such ordinances that may be necessary to carry out these responsibilities regarding solid waste management.

The primary County Ordinance regarding solid waste, Chapter 12 in the Code of Ordinances entitled "Garbage, Trash and Refuse", is provided in *Appendix A*. County-wide collection and disposition of solid waste allows for more effective implementation of the County's integrated solid waste management plan. It is anticipated that this County Ordinance will be updated in the near future to more accurately reflect current strategies and operations of solid waste management.

Section 44-96-80(A) of the Act requires the governing body of a county to develop a solid waste management plan. It also outlines the minimum requirements that are to be addressed in the Plan. These requirements include the following:

1. an estimate of the amount of solid waste currently disposed of at the solid waste disposal facilities within that county or region and a projection of the amount of solid waste that will be disposed of at solid waste disposal facilities during the 20-year period following this chapter's effective date;
2. an estimate of the current capacity within that county or region to manage solid waste including identification of each solid waste management facility and a projection of its useful life;
3. an analysis of the existing and new solid waste facilities that will be needed to manage the solid waste generated within that county or region during the projected 20-year period;
4. an estimate of the cost of implementing the solid waste management plan within that county or region;
5. an estimate of the revenue that each local government or region needs and intends to make available to fund implementation of the solid waste management plan;
6. an estimate of the cost of siting, constructing, and bringing into operation any new facilities needed to manage solid waste within that county or region during the projected 20-year period;
7. a description and estimate of the sources and amount of revenues that can be made available for the siting, construction, and operation of the new solid waste management facilities;
8. a description of resource recovery, or recycling program, or both, which shall be implemented in each county or region and shall include, at a minimum, the following:
 - a. a designation of a recycling coordinator;
 - b. an identification of the categories of solid waste materials to be source separate, recovered, recycled, or all of the above;



- c. an identification of the means by which such materials will be collected and marketed;
 - d. a description of the incentives or penalties, or both, that will be used to ensure compliance with the recycling program; and
 - e. a description of the public education program that will be used to inform the public of the need for and benefits of source separation, recovery, and recycling and of the requirements of the recycling program; and
9. a description of efforts, in addition to the recycling program, which will be undertaken within that county or region to meet the solid waste reduction goal as established on a statewide basis in Section 44-96-50.

The Richland County Solid Waste & Recycling Division is currently responsible for preparing the Richland County Solid Waste Management Plan. Richland County initially developed a Solid Waste Management Plan in 1994 and updated it in April 2005. Updates to the 2005 Plan have been made since then but were never approved by County Council. This Plan, the 2021 Richland County Solid Waste Management Plan, is prepared for the purpose of meeting the requirements of Section 44-96-80 of the Act.

Each of the municipalities within Richland County have solid waste related ordinances within their respective jurisdictions, including:

- **Town of Arcadia Lakes:** The Town of Arcadia Lakes covers solid waste related matters in Chapter 6, Article V, Garbage and Refuse of the Town Code of Ordinances.
- **Town of Blythewood:** The Town of Blythewood has an IGA with Richland County such that the County will collect the Town's waste as part of its collection; therefore, solid waste management in the Town of Blythewood also abides by Chapter 12 of the Richland County Code of Ordinances.
- **City of Cayce:** The City of Cayce covers solid waste related matters in Chapter 34 Solid Waste Management of the City Code of Ordinances.
- **City of Columbia:** The City of Columbia covers solid waste related matters in Chapter 19 Solid Waste Management of the City Code of Ordinances.
- **Town of Eastover:** The Town of Eastover covers solid waste under its Article 3 Ordinances.
- **City of Forest Acres:** The City of Forest Acres covers solid waste related matters in Chapter 8 Garbage and Trash of the City Code of Ordinances.
- **Town of Irmo:** The Town of Irmo covers solid waste related matters in Chapter 26 Solid Waste Management of the Town Code of Ordinances.



3 Demographics

3.1 Introduction

There are multiple sources of population information available. For the purpose of this Plan, the method to project Richland County’s population utilized the data reported in the South Carolina Solid Waste Management Annual Reports (SC DHEC) for 2015, 2016, 2017, 2018, and 2019. US Census Data sourced from the SC Revenue and Fiscal Affairs Office was then used to project future yearly populations.

According to the US Census, the population projection increased by an annual average of 0.96 percent between 2015 and 2020; by 0.74 percent between 2020 and 2025; and by 0.67 percent between 2025 and 2030. The permanent resident population is estimated to be 479,224 in FY 2040, as shown in Table 3.1.

Table 3.1 Population projection – Richland County

Fiscal Year	Permanent Residents⁺
2015	401,566
2016	407,051
2017	409,549
2018	411,592
2019	414,576
2020	420,845
2021	423,960
2022	427,098
2023	430,259
2024	433,444
2025	436,420
2026	439,336
2027	442,271
2028	445,227
2029	448,201
2030	451,000
2031	454,013
2032	457,047
2033	460,101
2034	463,175
2035	463,530
2036	466,627
2037	469,745
2038	472,884
2039	476,043
2040	479,224

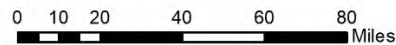
⁺ Unless otherwise noted, permanent residents are estimated from South Carolina State Projections. See note below.

* Population growth rates were calculated from the Census Bureau's FY 2020, FY 2025, FY 2030 and FY 2035 population estimates. (Note that the population counts in this analysis diverge slightly from Census counts due to the availability of actual population counts in 2015 through 2019.)

Richland County, SC Vicinity Map



Exhibit A



Produced by Richland County Department of Pubic Works

Exhibit A - Vicinity map



3.2 Economic Trends

The characteristics of a local economy are significant indicators of growth. Changes in the economic base will directly affect solid waste management within Richland County and must be an integral part of solid waste planning. The availability and type of employment impacts the demand for housing, retail trade, and services. As Table 3.2 illustrates, from 2013 to 2019, Richland County’s labor force has increased by approximately 8,088 people, a gain of approximately 4.2 percent. Within the last 10 years, according to Richland County, the unemployment rate in Richland County has ranged from a low of 2.2 percent in 2019 to a high of 9.4 percent in 2010. As the unemployment rate of Richland County decreases, the waste stream generated through industrial and commercial business should increase as a result of increased production. It should be noted that some of the labor force in Richland County may not work within the County limits and some employed in Richland County may reside in other counties. Richland County’s unemployment rate has consistently been either equal or slightly higher than the Columbia Metropolitan Statistical Area (MSA) average unemployment rate over the past seven years.

Table 3.2 Richland County labor force characteristics (2013-2019)

Year	County Labor Force	County Unemployment Rate (%)	Columbia MSA Labor Force	Columbia MSA Unemployment Rate (%)
2013 ⁺	190,867	6.9	382,165	6.7
2014 ⁺	194,126	6.0	389,806	5.8
2015 ⁺	198,804	5.7	398,970	5.5
2016 ⁺	200,628	4.7	402,727	4.5
2017 ⁺	199,987	4.8	402,734	4.1
2018 ⁺	198,511	3.3	399,043	3.2
2019 [*]	198,955	2.2	402,903	2.2

⁺ Unless otherwise noted, labor force data is reported from Richland County Economic Development.

<http://richlandcountysc.com/Workforce/Unemployment>.

^{*} December 2019 Richland County Labor Force. <http://richlandcountysc.com/Workforce/Labor-Force>.

Industry and business in Richland County are crucial factors in solid waste planning. As the member of industries and businesses in the County increase, the amount of waste generated within the County increases.

In an effort to attract industry to Richland County, several commercial and industrial parks have been developed. Currently, 12 industrial parks are located in Richland County (*Exhibit B*):

1. **Blythewood Industrial Park (Megasite)** - Blythewood Industrial Park is a developing Industrial Park able to locate a large, single-user original equipment manufacturer (OEM) encompassing 1,349 acres between Blythewood Road and US Highway 21 and along Community Road with approximately two miles of Interstate 77 frontage.
2. **Buckner Industrial Park** - The approximately 26-acre Buckner Industrial Park is located less than one-half mile from Interstate 20, Interchange 70. The site is a developing industrial park, zoned light manufacturing (M-1). The surrounding land use is both industrial and commercial.

3. Carolina Pines Industrial Park - Carolina Pines Industrial Park is approximately 70 acres and is located on US Highway 21 at Interstate 77. The site is zoned for light industry.
4. Carolina Research Park – Carolina Research Park consists of approximately 260 acres located on Farrow Road (SC 555) at Interstate 77.
5. Fontaine Business Center - The Fontaine Business Center is 28 acres located on SC Road 277 approximately two miles south of Interstate 20. The site is a developing industrial park and the surrounding land use is predominately industrial and commercial in nature.
6. Northpoint Industrial Park - Located within the northwest quadrant of the Interstate 77 and US Highway 21 Interchange, Northpoint Industrial Park encompasses approximately 380 acres. The site is a developing industrial park and the surrounding land use is industrial and commercial.
7. Pineview Industrial Park - Pineview Industrial Park is 780 acres zoned for light manufacturing (M-1). The site is located off of SC Highway 768 approximately two miles from US Highway 378.
8. Pontiac Business Center Park - Pontiac Business Center Park is approximately 60 acres zoned as M-1-Distribution. Interstate 20 provides interstate access approximately one-half mile from the site.
9. Richland Northeast Industrial Park - Richland Northeast Industrial Park encompasses approximately 310 acres located along US Highway 1. The site is a developmental industrial park with protective covenants.
10. Seventy-Seven Business Park - Seventy-Seven Business Park is a developing industrial park located on Farrow Road (SC 555) consisting of approximately 200 acres. The site is located approximately one-half mile from Interstate 77.
11. Shop Grove Commerce Park – Shop Grove Commerce Park is approximately 43 acres zoned as light industrial (M-1). The park is located at Shop Road and Shop Grove Drive just north of Pineview Industrial Park.
12. Spears Creek Commerce Park – Spears Creek Commerce Park is zoned as light industrial (M-1) consisting of approximately 50 acres. Interstate 20 and SC Road 53 provide access to the Park.

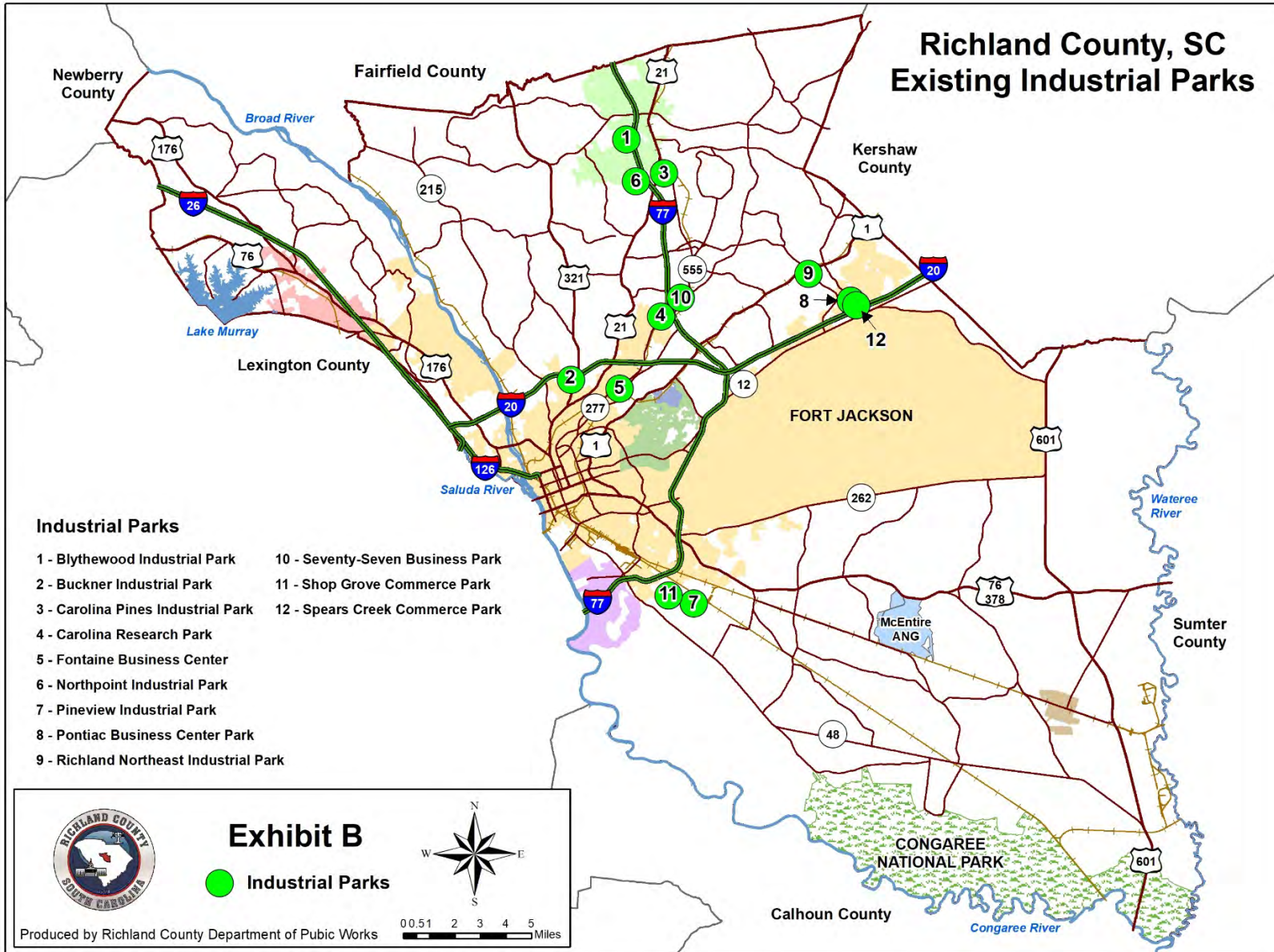


Exhibit B - Industrial parks

3.3 Land Use

Land use is an important characteristic to be evaluated in the development and implementation of a solid waste management system because it indicates areas of growth and urban development, both of which result in increased waste generation. In addition, area of concentrated growth can cause congestion, which could adversely affect the collection and transportation of solid waste.

Richland County encompasses approximately 756 square miles including the municipalities of Arcadia Lakes, Blythewood, Cayce, Columbia, Eastover, Forest Acres and Irmo. Most of the land within Richland County is privately owned with the exception of Harbison Environmental Education State Forest, Congaree Swamp National Park, Fort Jackson U.S. Military Reservation, McEntire Joint National Guard Base, and land owned by the County and its municipalities. Richland County has a population density of approximately 508 people per square mile, ranking second out of 46 counties in South Carolina according to the US Census 2010.

Harbison State Forest is located approximately nine miles direct from City of Columbia along the Broad River. The Forest encompasses 2,177 acres of forest land and contains 12 miles of nature trails designed for walking, jogging, hiking, and bicycling, ranging from easy to moderately difficult. The area serves primarily as an educational and recreational green space for metropolitan Columbia and the state of South Carolina.

Congaree Swamp National Park is located approximately 20 miles southeast of the City of Columbia. The National Park rests on a floodplain of the Congaree River. The Park was authorized as a unit of the National Park Service on October 18, 1976. On June 30, 1983, the site was recognized as an International Biosphere Reserve. Congaree Swamp National Park offers a boardwalk loop 2.3 miles long, over twenty miles of hiking trails and 18 miles of canoe trails.

Fort Jackson Military Reservation encompasses more than 52,000 acres of land. Serving as a military base along Interstate 77. The post has its own family housing units, golf course, recreation areas, recycling drop-off center, etc. Fort Jackson is the largest and most active Initial Entry Training Center in the United States Army and has a significant economic impact on the Richland County area.

The McEntire Joint National Guard Base, formed in 1946, is a 2,400-acre base located approximately 12 miles east of Columbia. Under normal operating conditions, the Base has a daily population of 1,000 persons, both enlisted and civilian, with an overall available capacity of 4,000 persons. The Base does not have residential housing. Disposed waste is collected in on-site dumpsters which are serviced by Waste Management. The Base has its own government program, not affiliated with Richland County, for on-base recycling called the "Quality Recycling Program". The program is managed by Pratt Recycling located at 120 Atlas Road in Columbia, South Carolina. The program includes the collection of plastic, cardboard, aluminum, steel, waste oil, and cooking oil/grease.



Richland County is located in the central part of the state and has excellent transportation access to the Interstates and federal highway system. There are three Interstates and five U.S. Highways including Interstate 77, Interstate 26 and Interstate 20. Interstate 20 intersects the central part of the County east to west, which gives excellent access to Columbia, SC and its outlying communities. Interstate 77, the beltway to Charlotte, North Carolina, begins in Columbia and provides access to Interstate 26. Interstate 26, located along the west boundary of the County, provides access to Columbia. It originates from Charleston, South Carolina and runs all the way up through Spartanburg, South Carolina. These three Interstates support most of Richland County’s transportation needs, but some major US and SC Highways are as follows:

- US Highway 601 (north-south) Kershaw County to Calhoun County
- US Highway 378/76 (east-west) Columbia, SC to Sumter, SC
- US Highway 1 (east-west) Columbia, SC to Camden, SC
- US Highway 21 (north-south) Columbia, SC to Ridgeway, SC
- US Highway 321 (north-south) US 21 to Winnsboro, SC
- SC Highway 12 (east-west) Columbia, SC to Camden, SC
- SC Highway 262 (east-west) US 378 to US 601
- SC Highway 277 (east-west) Columbia, SC to Interstate 77
- SC Highway 555 (north-south) Columbia, SC to US 21

Other modes of transportation include truck, rail, and air. Freight railroad service providers are CSX and Norfolk Southern. Amtrak provides passenger railroad service. Central Midlands provides local bus service daily. Greyhound Bus Line and Southeastern Stages provide national bus service daily. Columbia Metropolitan Airport, located in Columbia, provides commercial air service and Columbia’s Owens Field serves as the local airport. Columbia was designated a foreign trade zone in 1986 with currently four freight carriers. The four freight carriers that provided airborne service are Airborne Express, Emery Worldwide, Federal Express, and Mid Atlantic Freight. Richland County has 44 truck freight carriers and 10 truck terminals. Charleston is the nearest port facility, which is approximately 110 miles from Columbia.

Richland County contains an adequate amount of utility services. Water service providers are Richland County Utilities, Carolina Water Service Inc., Chapin Water System, and City of Columbia. The eight sanitary sewer service providers are Richland County Utilities, Carolina Water Service Inc., Chapin Sewer System, City of Columbia, East Richland County Public Service District, Midlands Utility Inc., Palmetto of Richland County LLC, and Palmetto Utilities Inc. Four electricity service providers to the area are Central Electric Power Cooperative, Mid-Carolina Electric Cooperative, Dominion Energy (previously known as SCE&G), and Tri-County Electric Cooperative. Dominion Energy provides natural gas service to the area.

The majority of urban and built-up areas are situated within corporation limits of the municipalities within the County, such as, the City of Columbia, the City of Cayce, Town of Irmo, City of Forest Acres, Town of Arcadia Lakes, Town of Eastover and Town of Blythewood. The remaining municipalities are relatively small, having populations of less than 1,000 residents. According to population data obtained by the South Carolina Office of Research and Statistics,



Richland County has experienced moderate growth, primarily in the unincorporated areas of the County. Residential and commercial development is expected to increase as the larger municipal areas and the neighboring counties continue to experience growth. As residential, commercial, and industrial development increases in the County, additional solid waste collection locations should be evaluated to accommodate the increase in waste generation. For instance, it is anticipated that a new waste materials drop-off center will need to be constructed to service the northwest area of Richland County. Similarly, the northeast area of the County only has a partially servicing drop-off center (i.e. the Clemson Road Recycling Drop-Off Site) that will need to be expanded to act as a full-service center or moved to another location. In addition, as traffic in Richland County increases, the traffic patterns for solid waste transport should also be evaluated. For example, due to unsafe traffic patterns and volume at the Lower Richland Drop-Off Center, the site is expected to be re-evaluated to find a replacement site in a safer location with safer access for residents.



4 Existing and Future Solid Waste Management

4.1 Introduction

Section 44-96-60 of the Solid Waste Policy and Management Act requires that the State's existing solid waste management be assessed and that the State's future solid waste management needs be determined and addressed.

The information in this chapter describes existing and future solid waste management in Richland County.

4.2 Generation & Characterization

4.2.1 Existing Conditions

The FY 2019 South Carolina Solid Waste Management Annual Report determined, based on FY 2019 figures, that each South Carolinian disposed an average 3.7 pounds per day of Municipal Solid Waste (MSW). It should be noted that according to the FY 2019 South Carolina Solid Waste Management Annual Report, MSW does not include other waste types such as industrial process waste, construction and demolition (C&D) debris, land-clearing debris, automobile bodies, combustion ash and other items. The FY 2019 South Carolina Solid Waste Management Annual Report further determined that based on FY 2019 figures, each South Carolinian generates an average 5.2 pounds per day of MSW.

For Richland County in FY 2019, SC DHEC reported that 414,576 Richland County residents disposed of 280,396 tons of MSW and recycled 44,644 tons of MSW, resulting in a per capita MSW disposal rate of 3.7 pounds per day and a per capita MSW recycling rate of 0.59 pounds per day, respectively. Similarly, in FY 2019, Richland County residents generated 325,040 tons of MSW, resulting in a per capita generation rate of 4.3 pounds per day. Table 4.1 shows per capita MSW disposal and generation rates for Richland County residents for FY 2013 to FY 2019.

Table 4.1. Richland County per capita existing waste rates (2013-2019)

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
MSW Disposed (tons)*	263,456	258,569	249,128	237,489	266,846	280,452	280,396
MSW Recycled (tons)*	76,467	114,740	82,923	76,861	84,103	51,351	44,644
Grand Total MSW Generated (tons)	339,923	373,309	332,051	314,350	350,949	331,803	325,040
Permanent Population*	393,830	399,256	401,566	407,051	409,549	411,592	414,576
Per Capita Daily MSW Disposed (lbs)*	3.7	3.6	3.4	3.2	3.6	3.7	3.7
Per Capita Daily MSW Recycled (lbs)*	1.1	1.6	1.1	1.0	1.1	0.68	0.59
Per Capita Daily MSW Generation (lbs)*	4.7	5.1	4.5	4.2	4.7	4.4	4.3

* FY 13-FY 19 South Carolina Solid Waste Management Annual Reports, SC DHEC.



4.2.2 Future Conditions

To project future tonnages of MSW, the average disposal, recycling, and generation per capita rates (for FY 2013 to FY 2019) were applied to the projected populations for the 20-year planning period (FY 2020 to FY 2040). It is assumed that the per capita rates will remain unchanged over time. Assuming the population in FY 2040 is 479,224 people, it is projected that the total tons of MSW disposed based on the County’s average MSW disposal rate (3.6 lb/p/d) is approximately 314,850 tons; the total tons of MSW recycled based on the County’s average MSW recycling rate (1.0 lb/p/d) is approximately 87,458 tons; and the total tons of MSW generated based on the County’s average MSW generation rate (4.6 lb/p/d) is approximately 402,309 tons. It is important to note that MSW projections do not include other waste types such as industrial process waste, construction and demolition (C&D) debris, land-clearing debris, automobile bodies, combustion ash and other items. Please refer to *Table 4.2* for projections of MSW disposal, recycling, and generation in the County for the planning period (FY 2020 to FY 2040).

Table 4.2 Richland County per capita projected waste rates (2020-2040)

	FY 2020	FY 2025	FY 2030	FY 2035	FY 2040
Projected Population	420,845	436,420	451,000	463,530	479,224
Projected MSW Disposed (tons)	276,495	286,728	296,307	304,539	314,850
Projected MSW Recycled (tons)	76,804	79,647	82,308	84,594	87,458
Projected MSW Generated (tons)	353,299	366,375	378,615	389,133	402,309
Average Per Capita Daily MSW Disposed (lbs)	3.6	3.6	3.6	3.6	3.6
Average Per Capita Daily MSW Recycled (lbs)	1.0	1.0	1.0	1.0	1.0
Average Per Capita Daily MSW Generation (lbs)	4.6	4.6	4.6	4.6	4.6

4.3 Collection & Transfer

Collection and transfer of waste in Richland County is accomplished by varying means throughout the County depending on the particular area. There are six incorporated areas within Richland County that have separate collection, including Arcadia Lakes, Cayce, Columbia, Eastover, Forest Acres, and Irmo, which provide for collection and transfer of waste within their respective incorporated limits. Although considered as an incorporated area, Richland County has an intergovernmental agreement (IGA) with the Town of Blythewood where the County will collect the Town’s waste as part of its collection. The unincorporated areas of Richland County comprise the remaining area of Richland County. The collection and transfer of waste for each of these areas is described in more detail below.

4.3.1 Unincorporated Areas of Richland County

The unincorporated area of Richland County is provided residential solid waste collection and recycling services via staffed drop-off centers located throughout the County (*Exhibit C*) and by private haulers. Additional drop-off centers will be added as needed to serve the unincorporated area of Richland County.

Curbside collection is provided by private haulers and available for the following materials:

- Aluminum cans
- Cans (e.g., steel, aerosol)
- Cardboard (e.g., shipping and pizza boxes)
- Cartons (e.g., milk, juice, broth)
- Glass bottles and jars (brown, green, clear)
- Paper (e.g., catalogs, magazines, newspaper and inserts, office paper, unwanted mail, paper bags, envelopes)
- Paperboard (e.g., cereal boxes, shoe boxes)
- Plastic bottles, jars, and jugs
- Telephone books

The staffed Lower Richland Drop-Off Center, located at 10531 Garners Ferry Road, collects the following materials Monday through Saturday from 8:00 AM to 5:00 PM and Sunday from 12:30 PM to 5:00 PM (the center is closed on Tuesdays and Thursdays):

- Aluminum cans
- Antifreeze
- Appliances, large (e.g., refrigerators, washers, dryers)
- Batteries, lead-acid (car, truck, boat)
- Cans (e.g., steel, aerosol)
- Cardboard (e.g., shipping and pizza boxes)
- Cartons (e.g., milk, juice, broth)
- Cooking oil
- Electronics, household (televisions, computers, computer monitors, printers and other electronic equipment)
- Farmer oil (up to 55 gallons)
- Fluorescent bulbs
- Glass bottles and jars (brown, green, clear)
- Latex Paint
- Oil/gasoline mixtures
- Paper (e.g., catalogs, magazines, newspaper and inserts, office paper, unwanted mail, paper bags, envelopes)
- Paperboard (e.g., cereal boxes, shoe boxes)
- Plastic bottles, jars, and jugs
- Telephone books
- Tires
- Used motor oil and oil filters

The staffed drop-off center at the Richland County C&D Landfill, located at 1070 Caughman Road North in Columbia, collects the following materials Monday through Friday from 7:00 AM to 4:30 PM and Saturday from 7:00 AM to 12:30 PM:



- Aluminum cans
- Appliances, large (e.g., refrigerators, washers, dryers)
- Cans (e.g., steel, aerosol)
- Cardboard (e.g., shipping and pizza boxes)
- Cartons (e.g., milk, juice, broth)
- Cooking oil
- Electronics, household (televisions, computers, computer monitors, printers and other electronic equipment)
- Farmer oil (up to 55 gallons)
- Fluorescent bulbs
- Glass bottles and jars (brown, green, clear)
- Latex Paint
- Mattress and Box Springs
- Oil/gasoline mixtures
- Paper (e.g., catalogs, magazines, newspaper and inserts, office paper, unwanted mail, paper bags, envelopes)
- Paperboard (e.g., cereal boxes, shoe boxes)
- Plastic bottles, jars, and jugs
- Tires
- Used motor oil and oil filters

The staffed drop-off center at the Clemson Road Recycling Drop-Off Site, located at 900 Clemson Road, collects the following materials Tuesday, Thursday, and Friday through Sunday from 9:00 AM to 6:00 PM:

- Aluminum cans
- Cans (e.g., steel, aerosol)
- Cardboard (e.g., shipping and pizza boxes)
- Cartons (e.g., milk, juice, broth)
- Cooking oil
- Glass bottles and jars (brown, green, clear)
- Paper (e.g., catalogs, magazines, newspaper and inserts, office paper, unwanted mail, paper bags, envelopes)
- Paperboard (e.g., cereal boxes, shoe boxes)
- Plastic bottles, jars, and jugs
- Telephone books

Waste generated by commercial (business) entities throughout the unincorporated areas of Richland County is collected by private contractors.

Currently, the unincorporated area of Richland County does not have a solid waste transfer station facility. A transfer station facility is not anticipated to be needed or required in the unincorporated area to meet Richland County's unincorporated area collection and transfer needs during the 20-year planning period.

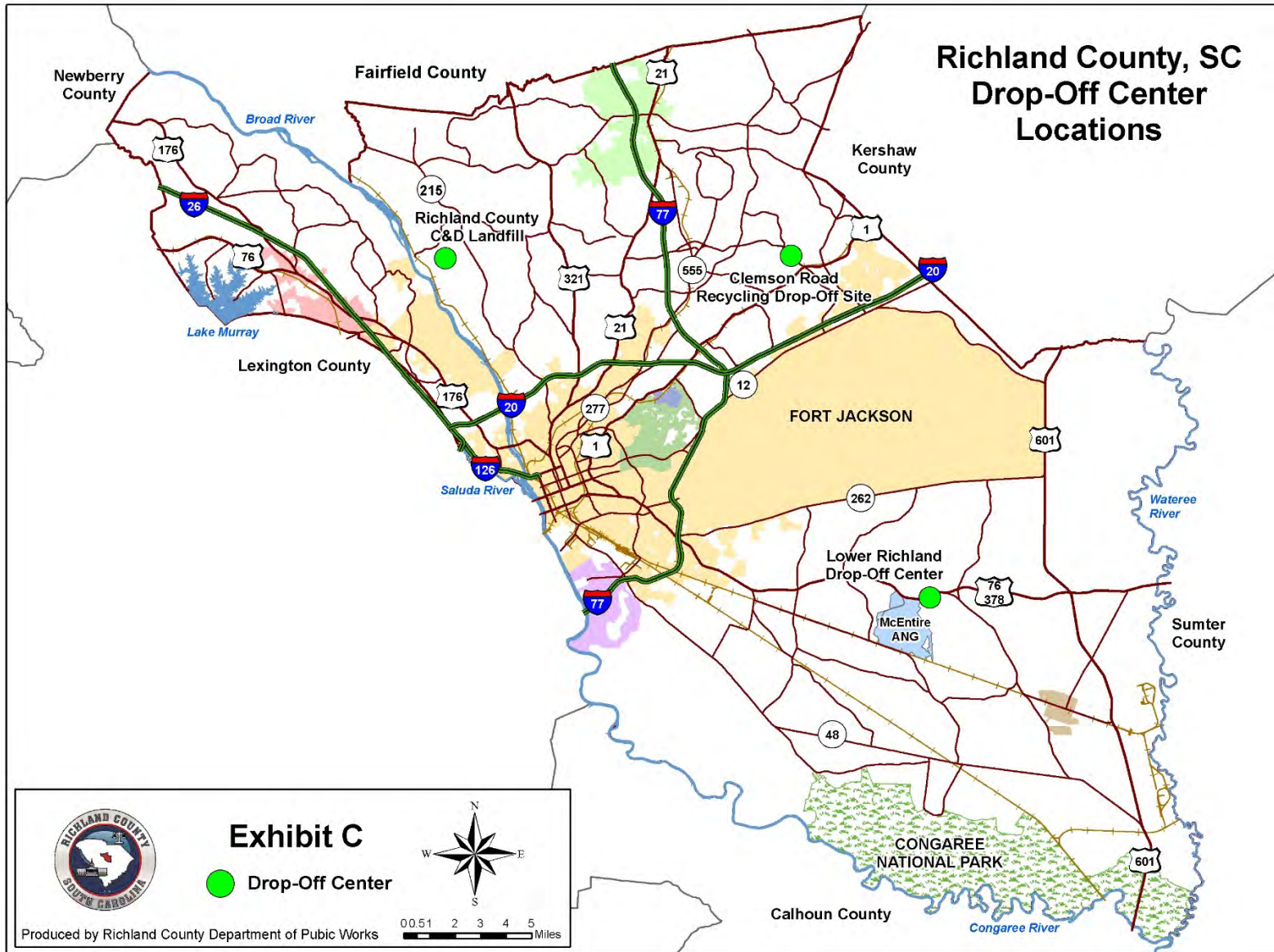


Exhibit C - Drop-off center

4.3.2 Incorporated Areas of Richland County

The incorporated areas are as follows (*Exhibit D*):

TOWN OF ARCADIA LAKES

- Curbside collection of the following items: cans (aluminum, steel); cardboard; plastic bottles, jars and jugs; paper (magazines, newspaper and inserts); paper board; empty aerosol cans; glass; junk mail; and office paper.
- Available drop-off centers: Richland County C&D Landfill and Lower Richland Drop-Off Center.

TOWN OF BLYTHEWOOD

- Although considered as an incorporated area, the Town has an IGA with Richland County where the Town's waste will be collected and managed as part of Richland County's solid waste services.

CITY OF CAYCE

- Household waste is collected curbside on a weekly basis. The waste is then disposed of at the Richland Landfill (Waste Management).
- Residential yard waste, preferably bagged, will be collected on regular household waste collection days. Tree limbs should not be longer than six feet in length and six inches in diameter. In normal season quantities, yard waste will be removed by the City of Cayce. If feasible, abnormal quantities may be collected after normal collection is completed. A fee for collection of abnormal quantities shall be collected in advance as set by the City manager and determined based on costs of personnel, equipment, and landfill fees. Whole trees, stumps, and land-clearing debris will not be collected by the City but shall be disposed of by the property owner or contractor performing removal.
- The City of Cayce picks up bulk items once a month, typically on the last Wednesday of every month. Bulk items include refrigerators, stoves, water heaters, air conditioners, freezers, washers and dryers, and furniture (e.g., sofas, chairs, mattresses, box springs, rugs, carpets, dressers, recliners, tables, etc.).
- Residential recycling is not required in the City of Cayce, but highly encouraged. Residents can purchase recycling bins at City Hall. Recycling is collected weekly, along with MSW and yard trash. Recycling roll carts have been provided in three neighborhoods within Cayce (Concord Park, Hunter's Mill and Moss Creek) through a pilot program. These carts are picked up every other week.
- The following products are recyclable as part of Cayce's Curbside Recycling Program: Newspaper and inserts; newspaper-like paper; plastic milk jugs and soda bottles; clear and colored plastic items coded #1 through #7; any metal or aluminum food cans; magazines; office paper; junk mail; phone books; and cardboard.
- The Program does not accept the following items at this time: Glass food containers in all colors; paint cans; and pesticide containers.
- There is a collection fee to pick up tires which must be paid in advance of pickup.
- The City does not pick up C&D on a regular basis but if the City can feasibly remove the debris it will be done for a fee paid in advance.



CITY OF COLUMBIA

- Curbside collection of the following items: aluminum cans, foil, trays and pie pans; cans (aluminum, steel, aerosol); cardboard (e.g., shipping and pizza boxes); cartons (e.g., milk, juice, broth); glass bottles and jars (brown, green, clear); paper (e.g., magazines, newspaper and inserts, office paper, unwanted mail, paper bags, greeting cards, envelopes); paperboard (e.g., cereal boxes, shoe boxes); plastic bottles, jars, jugs and other containers (e.g., beverage bottles, yogurt containers, butter tubs, frozen dinner trays); and telephone books.
- Cooking oil (cooking oil, fats and greases) is accepted from households only at the Public Works facility at 2910 Colonial Drive. The facility is open from 9:30 AM and 3:30 PM, Monday-through Friday. Please note that cooking oil containers are not accepted for recycling at this site.
- Electronics, household equipment (televisions, computers, computer monitors, printers and other electronic equipment) and all fluorescent bulbs from City of Columbia residents only can be recycled at the Public Works facility at 2910 Colonial Drive. Items can be dropped off between 9:30 AM and 3:30 PM on Monday through Friday.
- City of Columbia residents can recycle their telephone books year-round by simply placing them in their curbside recycling containers.
- City of Columbia residents can compost their yard trimmings at Humane Lane from Monday through Friday from 8:30 AM to 5:00 PM for \$25 per cubic yard. Residents can purchase compost by contacting (803) 545-3800.
- Waste collection for Fort Jackson, located in the City of Columbia, is treated as a separate entity from the City. It has an unstaffed recycling center located at Building 5671 on Lee Road collects the following items from Monday to Friday from 7:00 AM to 3:00 PM and Saturday from 8:30 AM to 3:30 PM: cans (aluminum, steel); cardboard; glass bottles and jars (green, brown, clear); pallets (standard size 40" X 48" only); paper (colored paper, magazines, newspaper and inserts, mixed office paper); plastic bottles, jars and jugs (#1-#7); scrap metal; and telephone books.

TOWN OF EASTOVER

- The Town of Eastover currently provides residents with weekly curbside collection service.
- The Town of Eastover does not offer curbside recycling at this time. Residents can take their recyclables to the Lower Richland Drop-Off Center.

CITY OF FOREST ACRES

- The City of Forest Acres collects garbage, recycling and yard debris once a week at each residence. Garbage must be placed in roll carts. Recyclable materials must be placed in recycling bins for pickup but should not be bagged. Roll carts cannot be used for yard waste, recycling, hot ashes, flammable liquids, chemicals, motor oil, hazardous waste or construction debris.
- Each resident is provided with one recycling bin by the City for curbside collection of the following items: plastic containers (i.e. milk jugs, soda bottles, plastic bottles, jugs, and jars with recycling codes #1-#7) (containers contaminated with food may result in rejection of the entire bin of recyclables); glass: clear, green and brown beverage and

food containers (must be clean to be accepted); newspapers and magazines; paperboard - flattened (cereal and shoe boxes); cardboard - flattened (shipping and pizza boxes); aluminum and tin (i.e. soda, vegetable and aerosol cans); and telephone books.

- Unacceptable items for curbside recycling include egg cartons, plastic bags, Styrofoam of any kind, light bulbs, dishes or windowpane glass.
- The Forest Acres Public Works facility at the corner of Covenant Road and Robert Springs Road only accepts the following items: plastic containers (i.e. milk jugs, soda bottles, plastic bottles, jugs, and jars with recycling codes #1-#7); newspapers and magazines; paperboard - flattened (cereal and shoe boxes); cardboard - flattened (shipping and pizza boxes); aluminum and tin (i.e. soda, vegetable and aerosol cans); and telephone books.
- The following items are not collected by the City of Forest Acres, but may be disposed of at other Richland County facilities: gear oil; fuel oil; heating oil; kerosene; hydraulic oil; diesel fuel; automatic transmission oil; motor oil; cooking oil; oil and gas mixture; antifreeze; tires; lead acid batteries; fluorescent light bulbs; paint; propane tanks; and helium tanks.

TOWN OF IRMO

- The Town of Irmo contracts with a third-party hauler to provide sanitation and recycling collection services to its residents. The third-party is responsible of providing residents with roll-carts for household trash and recyclables.
- Residential household waste and yard trash are collected weekly, while recyclables are collected bi-weekly. Special/bulk items can be collected by an arranged pick-up.
- Curbside collection of the following items: cans (aluminum, steel); cardboard; paper (magazines, newspaper and inserts); plastic bottles, jars and jugs. No glass is collected.

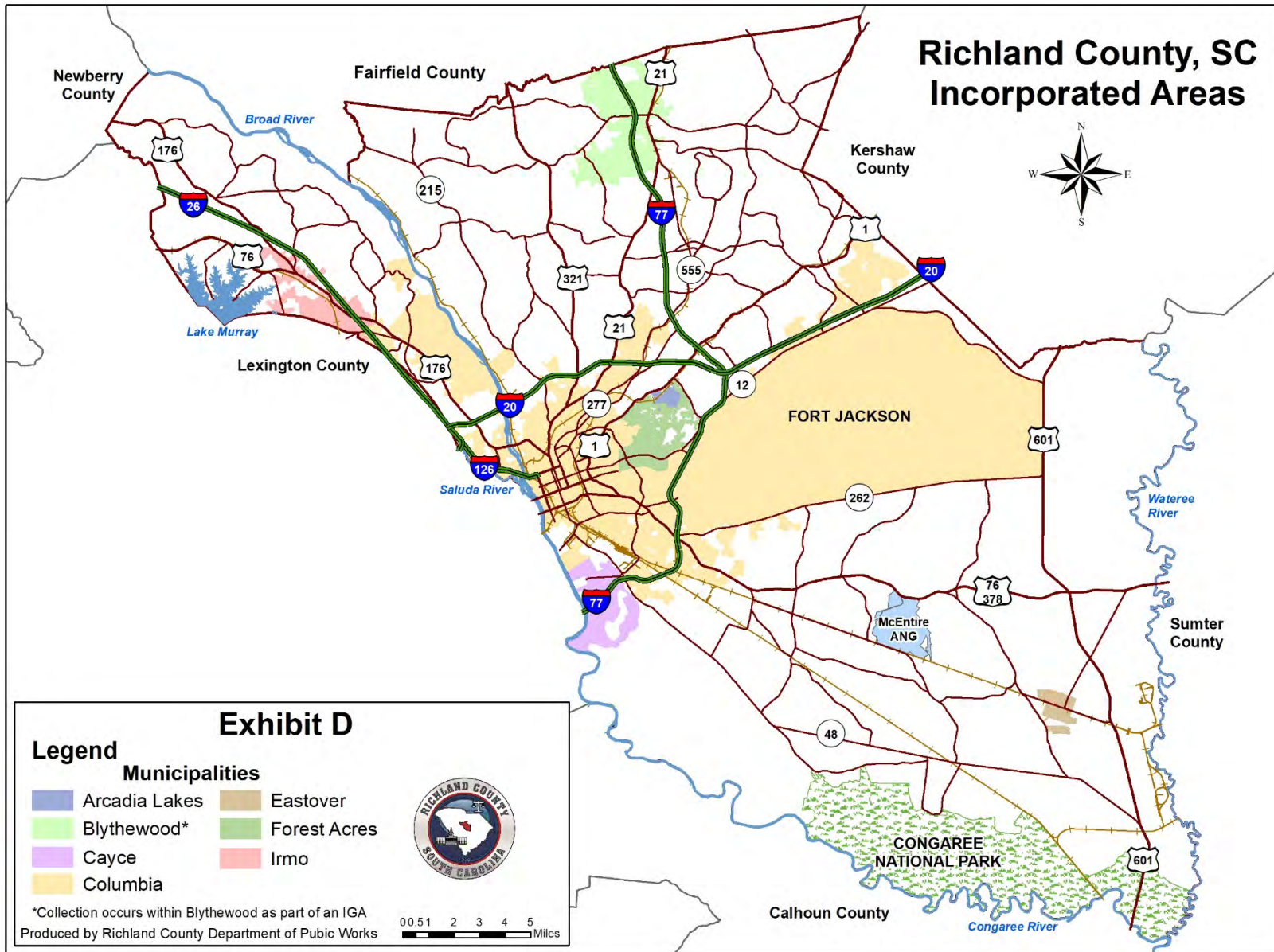


Exhibit D - Incorporated areas



Table 4.3 summarizes the collection practices used by the municipalities in the county.

Table 4.3 Collection practices in Richland County

Material	Town of Arcadia Lakes	City of Cayce	City of Columbia	City of Forest Acres	Town of Eastover	Town of Irmo	Unincorporated Areas
MSW	Curbside or Driveway Weekly	Curbside Weekly	Curbside Weekly	Curbside Weekly	Curbside Weekly	Curbside Weekly	Staffed Drop-off Centers
Recyclables	Curbside or Driveway Weekly	Curbside Weekly	Curbside Bi-weekly	Curbside Weekly	Staffed Drop-off Center	Curbside Bi-weekly	Staffed Drop-off Centers
C&D	None	Fee if removal is feasible	None	None	None	None	Staffed Drop-off Centers
Yard Waste	Curbside Weekly	Curbside Weekly	Curbside Weekly	Curbside Weekly	None	Curbside Weekly	Staffed Drop-off Centers
White Goods/Brown Goods	None	Once per Month	None	None	None	On-Call Basis	Staffed Drop-off Centers

4.3.3 Richland County Public School District

Richland County is made up of three school districts: Richland School District 1 with 52 schools, Richland School District 2 with 40 schools, and Lexington-Richland School District 5 with 23 schools. In 2016, Sonoco Recycling ended its free school pickup service in the County for recyclables. This was due to the school collection services becoming too costly for Sonoco as well as the unavailability of enough operable collection trucks. To ensure schools still receive collection services, Richland County’s Solid Waste & Recycling Division worked with the Richland 2 school district to find a way to continue recycling collection at the district’s 42 campuses. Richland County has an agreement with Richland 2 where the school purchases recycling roll carts from the County and the County collects the carts. The Richland 2 school district reimburses the County for the collection costs, estimated at \$1,150 per month. The Lexington-Richland 5 school district and other private schools are considering planning to contract with private haulers for collection services. When Sonoco offered the collection service, Lexington County schools were paying Sonoco a hauling fee. Some districts are able to use grant funding for recycling roll carts while other districts do not implement recycling at all due to the cost and lack of available funds.

For student education, Richland County mans a booth at schools’ back-to-school and open house events to teach students and their parents about recycling and its importance. Schools are also encouraged to participate in the County’s annual ‘Richland Recycles Day’. Typically hosted at the SC State Fairgrounds on a Saturday in May, ‘Richland Recycles Day’ is a materials collection day for County residents. Residents are encouraged to bring their unwanted items to the recycling event so that they can be disposed of properly. Items accepted include electronics and appliances, paint, batteries, scrap metal, household chemicals, fluorescent light bulbs, fertilizer, tires, and others. Wood, mattresses and cooking oil are items not accepted at this event. The County also offers solid waste facility tours to schools as another way to educate

students on recycling and solid waste management. The County would like to form a strong partnership with SC DHEC to host joint recycling talks at schools.

Some schools in Richland County, including those in the Richland County 1 and Lexington-Richland 5 school districts, are South Carolina Green Step Schools. South Carolina Green Steps Schools is an environmental education initiative that encourages individual schools to take annual sustainable steps toward becoming more environmentally responsible. For example, H. E. Corley Leadership Magnet & Montessori Magnet School (HEC) in the Lexington-Richland 5 school district is a South Carolina Green Step School and operates a school-wide program to conserve and reduce the amount of trash landfilled by implementing the strategies of Reducing, Reusing and Recycling. Its "Go Green" Recycle Leadership Team is made up of approximately 56 students, some of which are Recycle Leader Captains whose responsibility is to oversee recycling by their classmates. Grade levels are recognized for their recycling efforts. HEC, along with other schools across the D5 district, put all recycled materials in large recycle containers located on school property to reduce the weekly collection frequency by a local recycling company in partnership with the district. SC DHEC grant money helped support this program. The D5 school district also uses a combination of Tap and Stack and washable trays to reduce the amount of trash generated during breakfast and lunch meals. This district is also part of the Farm to Five Program. The Farm to Five Program expands local food offerings in schools, provides school gardening and experiential learning opportunities, and promotes health and wellness. Some of the schools have edible gardens. To help these gardens thrive, some schools in both the Richland 1 and Lexington-Richland 5 districts have initiated composting projects partially sourced from food scraps collected from the schools' cafeterias.

4.4 Treatment

The Act defines treatment as "any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport, amenable to storage, recovery, or recycling, safe for disposal, or reduced in volume or concentration." Treatment methods practiced in South Carolina include activities such as, shredding, compacting, incineration and baling. A description of each process, and its use in Richland County is described below.

4.4.1 Shredding

Shredding is generally used to change the physical character of solid waste. For instance, shredders help reduce the volume of bulky waste, including paper materials, bumpers, tires, refrigerators, scrap iron, aluminum, copper, plastic, etc. Shredded waste is easier and cheaper to transport and extends landfill life because it allows for more available volume in a landfill.

4.4.2 Compacting

Compacting is generally used to change the physical character of solid waste. For instance, compaction is used to more efficiently transfer waste and dispose waste. Compaction is utilized for, but not necessarily limited to, the collection and disposal programs in Richland County.

4.4.3 Waste Conversion Technologies

Waste conversion technologies, including Waste-to-Energy Facilities, and Pyrolysis Facilities, etc. are governed by SC DHEC Regulation 61-107.12. Solid Waste Incinerator facilities and Waste-to-Energy facilities are only effective with large volumes of waste, and landfilling is still a necessity for disposal of the ash. The cost of these facilities and low public opinion continue to inhibit the use of this treatment process. Pyrolysis facilities heat municipal solid waste without oxygen and generate a synthesis gas, char, and inorganic residue. To date, most of these facilities are small scale and unproven. While there is solid waste disposal capacity available in Richland County, the County may consider utilizing a commercially proven or emerging alternative technology that derives energy from waste during the 20-year planning period in order to increase diversion and extend the life of the landfill.

Air curtain incinerators operate by forcefully projecting a curtain of air across an open chamber or pit in which burning occurs. These facilities are only allowed to burn land-clearing debris, yard waste, and clean wood. A permit from SC DHEC is required.

4.4.4 Baling

No baling activities occur in Richland County.

4.4.5 Solid Waste Processing Facility

Solid waste processing facility means a combination of structures, machinery, or devices utilized to reduce or alter the volume, chemical, or physical characteristics of solid waste through processes, such as baling, shredding, or solidifying prior to delivery of such waste to a recycling or resource recovery facility or to a solid waste treatment, storage, or disposal facility and excludes collection vehicles. Solid waste processing facilities are governed by SC DHEC Regulation 61-107.6. Section A.1. of the Regulation states that the Regulation establishes the procedures, documentation, and other requirements which must be met for the proper operation and management of all solid waste processing facilities, including the processing activities involving unrecoverable solid waste at a Materials Recovery Facility (MRF). MRFs are defined by the Act as solid waste management facilities that provide for the extraction of recoverable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

A C&D processing facility is permitted as a solid waste processing facility by the state and is limited to processing only C&D debris. Richland County encourages the siting of other facilities to recover the useful materials from the C&D waste stream as long as it is accomplished within the guidelines of the SC DHEC regulations. At the time of drafting updates to this plan, SC DHEC intended to move forward with a new regulation addressing requirements for facilities that manage C&D debris.

The following solid waste and C&D processing facilities are located and/or permitted in Richland County:

An active permit exists for the Waste 2 Energy LLC Class 2 Solid Waste (Organics) Processing Facility (Facility ID No. 402901-2001); however, the facility has not been built yet and has

therefore never received waste. The facility is expected to be located in Columbia, South Carolina.

Carolina Wrecking, located at 141 Cort Road in Columbia, South Carolina, owns and operates Elmwood Staging & Recycling, a C&D recycling facility (Facility ID No. CDR-00023) located at 631 Elmwood Avenue in Columbia, South Carolina.

Corley Construction owns and operates the Fairfield C&D Recycling Facility (Facility ID No. PROC-00043) located at 1080 Wessinger Road in Columbia.

Facilities that process solid waste generated in the course of normal operations on property under the same ownership or control as the solid waste processing facility, such as industrial or manufacturing facilities that process their own waste, are exempt from the requirements in SC DHEC Regulation 61-107.6. Because these facilities are not required to obtain a solid waste permit and cannot accept waste from other solid waste generators, they are not included in Richland County's solid waste planning. In addition, Section 44-96-80(G) of the Act limits the authority of South Carolina counties to regulate industrial waste. Richland County does not accept certain types of industrial waste at its facilities; however, there are numerous commercial solid waste processors located within the 75-mile planning area that process waste destined for disposal in a Class 3 landfill. These facilities operate on a regional basis, accepting waste from across South Carolina and the Southeast. These facilities are available to accept any non-hazardous industrial waste generated in Richland County that may need processing prior to disposal in a Class 3 landfill. Therefore, no solid waste processing facilities that process waste requiring disposal at a Class 3 landfill will be required to meet Richland County's solid waste processing facilities needs during the 20-year planning period.

4.5 Other

Solid waste management practices that are not considered to be treatment or disposal are discussed in this section. Mulching, land application of solid waste, and research, development, and demonstration projects are included in this category. Each is described below.

4.5.1 Mulching, Composting and Wood Grinding

Section 44-96-190 of the Solid Waste Act banned the disposal of yard trash and land-clearing debris in landfills by May 27, 1993. The Act defines a composting facility as any facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste to produce a stable, humus-like material. Regulation 61-107.4 Solid Waste Management: Compost and Mulch Production from Land-clearing Debris, Yard Trimmings and Organic Residuals establishes minimum standards for the proper management of yard trimmings, land-clearing debris and other organic material; encourages composting and establishes standards for the production of compost; and ensures that operations are performed in a manner that is protective of public health and the environment. Regulation 61-107.4 became effective on June 27, 2014.

Residential yard debris such as leaves, pine straw, grass clippings, trimmings from shrubs and trees may be bagged or placed at the roadside in loose piles for collection. Tree limbs must not exceed four feet in length or four inches in diameter. The County does not remove debris generated by commercial tree cutters, tree surgeons, or landscapers nor construction debris



generated by remodeling or repairs. The contractor or resident is responsible for disposal at an approved County landfill. Also, open burning of any yard debris is prohibited in the County's residential districts.

Yard waste mulching is currently a successful component of Richland County's program and will continue to be well into the future. Mulching is conducted at one public facility in Richland County at the present time (i.e. the Richland County Mulching and Wood Chipping Facility located at the Richland County Landfill facility). Material is ground up or shredded and is then placed into windrows for mulching. Mulch is sold to the general public, golf courses, and landscaping business.

Several private companies are registered with SC DHEC to perform mulching, composting and wood grinding in Richland County. A list of all registered facilities are as follows (*Exhibit E*):

CITY OF COLUMBIA COMPOSTING

The City of Columbia Composting Facility is a government-run facility (Facility ID No. 401002-3001) located near Columbia, South Carolina. Approximately 6,600 tons of material were received at the facility in FY 2019. For more information regarding this facility, contact:

City of Columbia Composting Facility (Type 1)

Mailing Address: Robert Anderson
P.O. Box 147
Columbia, South Carolina 29203
Phone: (803) 733-8456

Facility Location: 110 Humane Ln
Columbia, South Carolina 29209

CORLEY CONSTRUCTION WOOD CHIPPING

The Corley Construction Wood Chipping Facility is a commercial facility (Facility ID No. COMM-00214) located near Columbia, South Carolina. Approximately 968 tons of material were received at the facility in FY 2019. For more information regarding this facility, contact:

Corley Construction Wood Chipping Facility (Type 1)

Mailing Address: Todd Corley
7462 Fairfield Road
Columbia, South Carolina 29203
Phone: (803) 513-1269 or (803) 781-3127

Facility Location: 1010 Wessinger Road
Columbia, South Carolina 29203

WASTE INDUSTRIES WOOD CHIPPING

The Waste Industries (formerly L&L Disposal) Wood Chipping Facility is a commercial facility (Facility ID No. COMM-00212) located near Elgin, South Carolina. Approximately 4,465 tons of

material were received at the facility in FY 2019. For more information regarding this facility, contact:

Waste Industries Wood Chipping (Type 1)

Mailing Address: John Barnard
1047 Highway Church Road
Elgin, South Carolina 29045
Phone: (800) 207-6618 ext. 4521

Facility Location: Same as mailing address.

MITCH HOOK COMPOSTING

The Mitch Hook Composting Facility is a commercial facility (Facility ID No. 402696-3001) located near Blythewood, South Carolina. Approximately 250 tons of material were received at the facility in FY 2019. For more information regarding this facility, contact:

Mitch Hook Composting (Type 1)

Mailing Address: Mitch Hook
72 Ridgecreek Drive
Lexington, South Carolina 29072
Phone: (803) 791-7805

Facility Location: 1309 Cedar Creek Road
Blythewood, South Carolina 29016

RICHLAND COUNTY COMPOSTING AND WOOD CHIPPING

The Richland County Composting and Wood Chipping Facility is a government-run facility (Facility ID No. 401007-3001) located near Columbia, South Carolina. Approximately 2,910 tons of material were received at the facility in FY 2019. For more information regarding this facility, contact:

Richland County Mulching and Wood Chipping (Type 1)

Mailing Address: Alan Huffstetler
1070 Caughman Road North
Columbia, South Carolina 29203
Phone: (803) 576-2391

Facility Location: Same as mailing address.

A list of the registered solid waste management facilities in Richland County can be found in *Appendix B*.

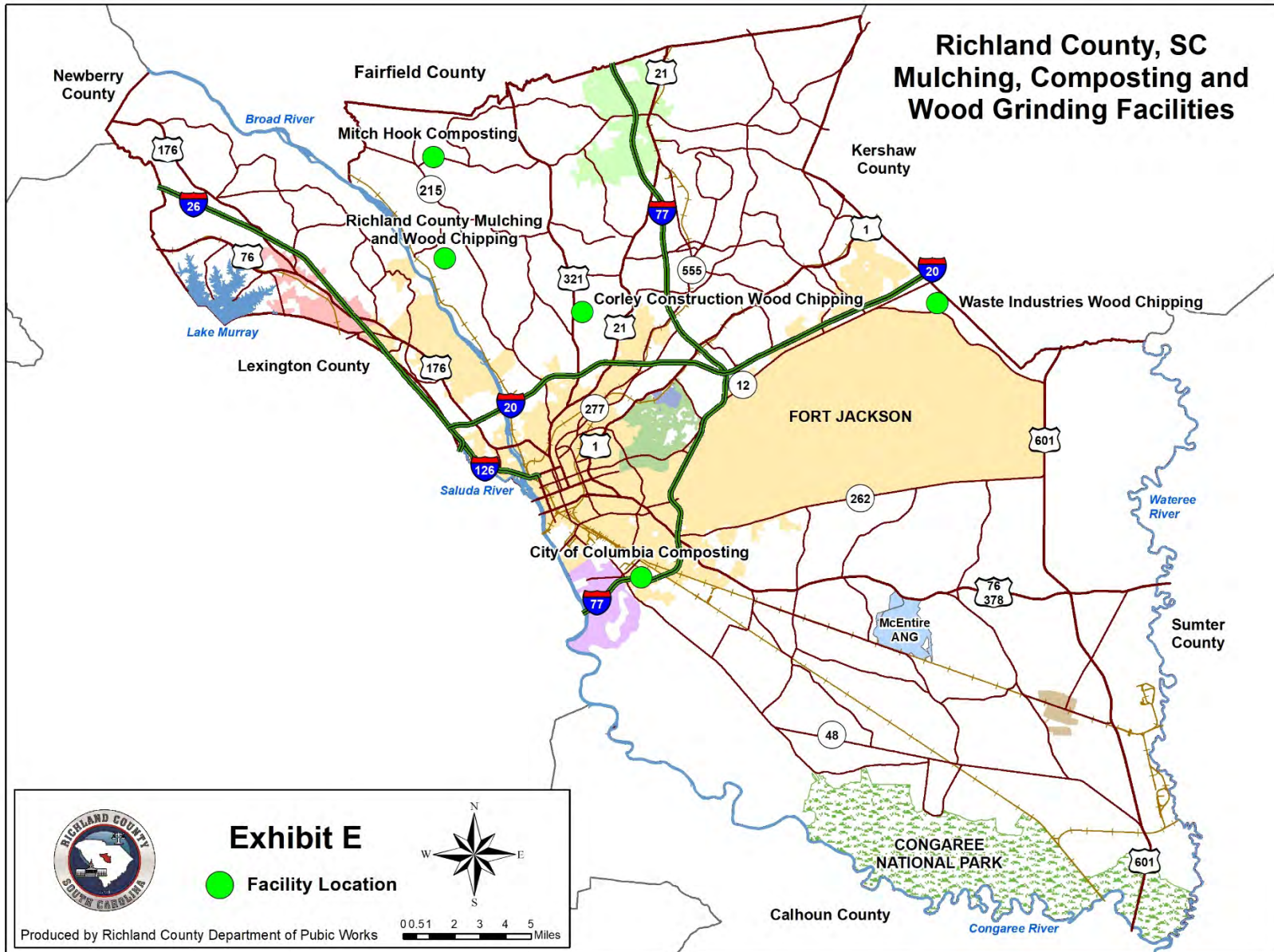


Exhibit E - Mulching, composting and wood grinding facilities



4.5.2 Organics

As a way of encouraging backyard composting, Richland County Solid Waste & Recycling has offered compost bins to residents in the past. Large black compost bins were able to be purchased by County residents for a fixed price. Each bin came with a small plastic receptacle that could be placed on a kitchen countertop to hold food scraps and transport them to the outdoor bin. A box of compostable bags was included in the purchase to help keep the countertop receptacle clean. This composting initiative was made possible through an awarded grant through SC DHEC. The program is currently halted as grant funding from SC DHEC and is no longer available. At this time, it is uncertain whether the program will occur again in the future.

WASTE 2 ENERGY LLC

Richland County has a permitted Class 2 Solid Waste (Organics) Processing Facility by Waste 2 Energy LLC (Facility ID 402901-2001); however, the facility has not been built yet. The facility is expected to be located in Columbia, South Carolina. This facility is permitted to be able to receive and process 48,000 tons of organics (yard trimmings and food waste) per year. It did not receive any tonnage in FY 2019, nor before that.

Waste 2 Energy LLC

Mailing Address: Daniel Rickenmann
719 Holly Street, Suite 1000
Columbia, South Carolina 29205
Phone: (803) 920-9541

Facility Location: Anticipated to be located at intersection of Shop Road and S Beltline Boulevard in Columbia, South Carolina.

4.5.3 Land Application of Solid Waste

On July 26, 1996, Regulation 61-107.15: Land Application of Solid Waste became effective. This regulation establishes appropriate application rates, frequency of application, and monitoring requirements for the uniform surface spreading or mechanical incorporation of non-hazardous solid waste on or into soil that is being used for agricultural, silvicultural and horticultural production. This regulation also applies to the application of solid waste on land that is being reclaimed to enhance its aesthetic value or to reduce environmental degradation. The land application of non-hazardous solid waste shall be for beneficial agricultural, silvicultural and horticultural purposes and not used as a means of disposal. Benefits of land application include offsetting farming costs of soil amendments and lime, returning nutrients to the soil depleted by erosion and harvesting crops, and freeing additional landfill space. Land application is a way to recycle Richland County's resources and is not a means of disposal.

International Paper, located in Eastover, South Carolina, is the only facility permitted for land application projects within the County. Per the FY 19 South Carolina Solid Waste Management Annual Report, the facility has no permitted limit (tons per acre).



4.5.4 Research, Development & Demonstration Projects

Innovative and experimental solid waste management technologies and processes are regulated by Regulation 61-107.10. This regulation, effective June 25, 1993, establishes the minimum standards for the proper operation and management of solid waste management facilities, or parts of these facilities, proposing to utilize an innovative and experimental solid waste management technology or process. Examples of emerging technologies include gasification, plasma arc, anaerobic digestion, and chemical decomposition.

Gasification is the heating of municipal solid waste to generate a synthesis gas (syngas) that can be used as a fuel or feedstock for the production of other chemicals. Most gasification facilities are small scale projects.

Plasma arc facilities use a plasma torch to create a high energy field that breaks down waste and generates a syngas. Impurities such as metals are captured in a glass bath. Most plasma facilities are small scale operations that treat industrial or medical waste.

Anaerobic digestion is a treatment process organic wastes are fed into water tanks and processed without air. The wastes breakdown and generate a gas that is high in methane. The gas can be burned as a fuel or to generate electricity.

Chemical decomposition uses chemicals to break down wastes into oils or gases such as ethanol. This technology is still under development.

Currently there are no Research, Development and Demonstration projects within Richland County.

4.6 Disposal

In an effort to minimize the landfilling of waste and increase recycling, Richland County strives to divert as much waste as practical to a contracted materials recovery facility (Sonoco). Because it is not feasible to recover 100 percent of the waste stream at this time, landfills continue to be a necessity. As stated earlier in this Plan, the landfill regulation 61-107.19 became effective on May 23, 2008. The regulation changed the classification of landfills based on the source of the waste, e.g., yard waste, construction and demolition debris, industrial waste, and municipal solid waste, to Class 1, 2 and 3 Landfills.

The regulation establishes the minimum standards for all types of landfills and is divided into the following five parts:

- Part I – outlines the general criteria that applies to one or more Parts of the regulation, e.g., the applicability for the regulation, waste characterization requirements for determining the type of landfill needed, and definitions for the purposes of the regulation;
- Part II – outlines the Permit-by-Rule requirements for structural fill activity using a limited waste stream;
- Part III – outlines the General Permitting requirements for Class 1 Landfills. Class 1 Landfills can accept only land-clearing debris and yard trash to fill low areas, including mining sites, for an aesthetic benefit or property enhancement;



- Part IV – outlines the requirements for Class 2 Landfills. These are all landfills used for the disposal of waste outlined in Appendix I of the regulation, primarily construction and demolition debris type wastes, and wastes that leach contaminants at very low levels when tested.
- Part V – outlines the requirements for Class 3 Landfills that accept municipal solid waste, industrial solid waste, sewage sludge, nonhazardous municipal solid waste incinerator ash, and other nonhazardous wastes.

In fulfilling the disposal needs of the County, Richland County owns and operates one Class 2 (C&D) landfill. Richland County intends to expand the Class 2 landfill in order to provide Class 2 waste disposal capacity for at least the 20-year planning period window. Refer to Section 4.6.2 for more detailed information about Richland County’s Class 2 Landfill. Additional Class 3, Class 2, and Class 1 Landfills not owned and operated by Richland County but permitted and located within the County are also outlined in the sections below.

4.6.1 Class 3 Landfills

There are three permitted Class 3 Landfills within Richland County (*Exhibit F*). Each Class 3 Landfill is described below:

RICHLAND LANDFILL (WASTE MANAGEMENT)

The Waste Management of Richland Landfill is a privately-owned, commercially operated landfill (Facility ID No. 402401-1101) located near Elgin, South Carolina. It has a maximum annual permitted rate of disposal of 1.14 million tons per year. Approximately 951,000 tons of material were disposed at the landfill in FY 2019. The estimated remaining airspace is 28.5 million cubic yards. The estimated remaining life of the facility based on the permitted disposal rate is 25.1 years. The estimated remaining life of the facility based on the current disposal rate is 30 years. For more information regarding this landfill, contact:

Richland Landfill (Waste Management)

Mailing Address: Tom Powles
1047 Highway Church Road
Elgin, South Carolina 29045
Phone: (803) 542-8488

Facility Location: Same as mailing address.

REPUBLIC SERVICES NORTHEAST SANITARY LANDFILL LLC

The Republic Services Northeast Sanitary Landfill is a privately-owned, commercially operated landfill (Facility ID No. 402434-1101) located near Eastover, South Carolina. It has a maximum annual permitted rate of disposal of 530,000 tons per year. Approximately 164,000 tons of material were disposed at the landfill in FY 2019. The estimated remaining airspace is 5.7 million cubic yards. The estimated remaining life of the facility based on the permitted disposal rate is 10.8 years. The estimated remaining life of the facility based on the current disposal rate is 34.7 years. For more information regarding this landfill, contact:



Republic Services Northeast Sanitary Landfill

Mailing Address: Jeffrey Yaroch
1581 Westvaco Road
Eastover, South Carolina 29044
Phone: (803) 692-3303

Facility Location: Same as mailing address.

DOMINION ENERGY WATEREE STATION LANDFILL

The Dominion Energy Wateree Station Landfill is a privately-owned, non-commercially operated landfill (Facility ID No. 403320-1601) located near Eastover, South Carolina. It has a maximum annual permitted rate of disposal of three million tons per year. Approximately 630,000 tons of material were disposed at the landfill in FY 2019. The estimated remaining airspace is 15.1 million cubic yards. The estimated remaining life of the facility is unknown. For more information regarding this landfill, contact:

Dominion Energy Wateree Station Landfill

Mailing Address: Richard Salley
142 Wateree Station Road
Eastover, South Carolina 29044
Phone: (803) 217-4021

Facility Location: Same as mailing address.

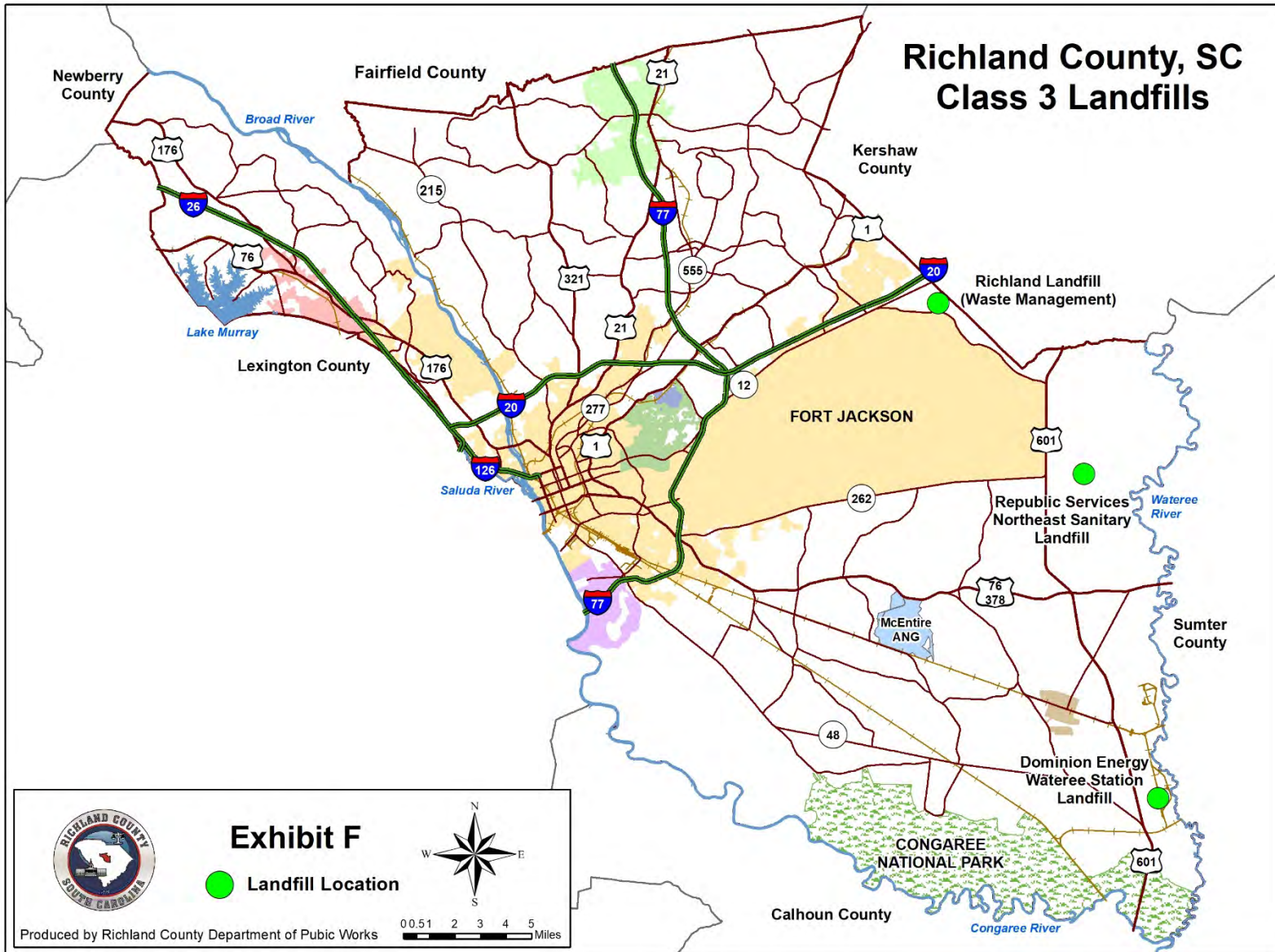


Exhibit F – Class 3 landfill location



4.6.2 Class 2 Landfills

There are three permitted Class 2 Landfills within Richland County (*Exhibit G*). Each Class 2 Landfill is described below:

RICHLAND COUNTY LANDFILL

The Richland County Landfill is a public, commercially operated landfill (Facility ID No. 401001-1202) located near Columbia, South Carolina. It has a maximum annual permitted rate of disposal of 200,000 tons per year. Approximately 40,400 tons of material were disposed at the landfill in FY 2019. The estimated remaining life of the facility is 11 years. For more information regarding this landfill, contact:

Richland County Landfill

Mailing Address: Alan Huffstetler
1070 Caughman Road North
Columbia, South Carolina 29203
Phone: (803) 576-2390

Facility Location: Same as mailing address.

Figure 4.1 shows the remaining capacity of the Class 2 Landfill, and the estimated consumption at the landfill over the next 20 years. An annual waste increase of 2.0 percent was assumed. The Richland County Class 2 Landfill is expected to reach its permitted capacity at the end of FY 2029. It is important to note; however, that the estimated remaining life of the Richland County Landfill is subject to change based on compaction rates, materials collected, and waste characteristics. Richland County also expects to expand the Class 2 Landfill for additional airspace before FY 2029.

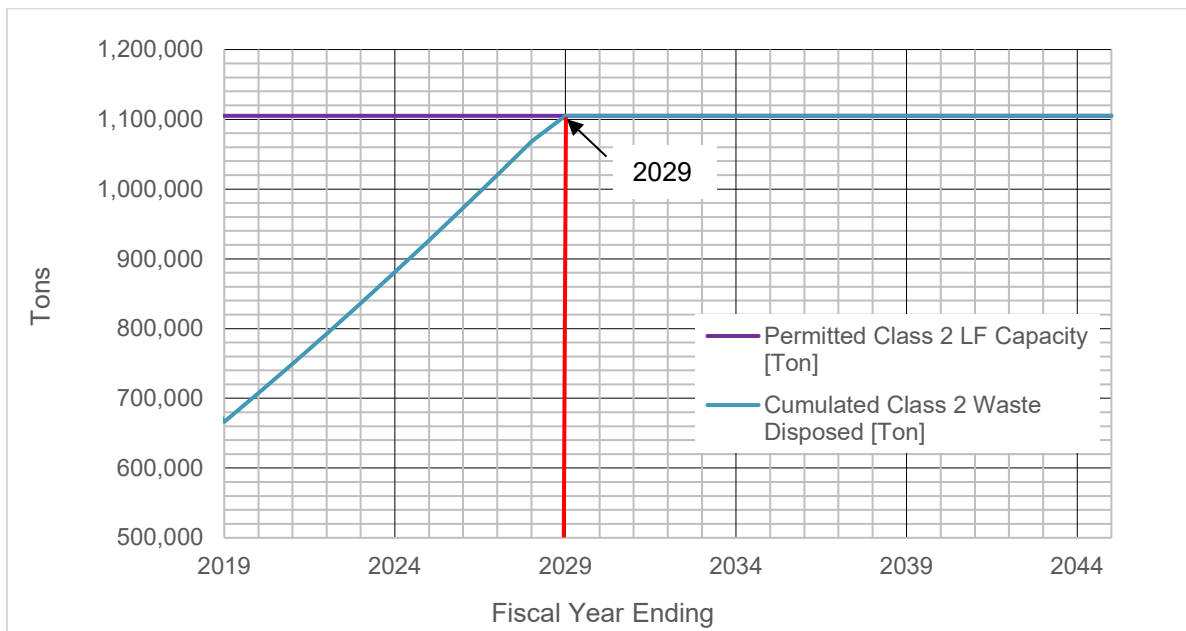


Figure 4-1 - Richland County Class 2 landfill estimated capacity timeline.



CAROLINA GRADING INC. LANDFILL

The Carolina Grading Inc. Landfill is a private, commercially operated landfill (Facility ID No. 402446-1601) located near Eastover, South Carolina. It has a maximum annual permitted rate of disposal of 122,400 tons per year. Approximately four tons of material were disposed at the landfill in FY 2019. The estimated remaining life of the facility is 150 years. For more information regarding this landfill, contact:

Carolina Grading Inc. Landfill

Mailing Address: Tom Powles
1047 Highway Church Road
Elgin, South Carolina 29045
Phone: (803) 542-8488

Facility Location: 125 McDowell Lane
Eastover, South Carolina 29044
Phone: (803) 788-3054

INTERNATIONAL PAPER – EASTOVER LANDFILL

The International Paper – Eastover Landfill is a private, non-commercially operated landfill (Facility ID No. 403313-1601) located near Eastover, South Carolina. It does not have an annual permitted rate of disposal. Approximately 143,000 tons of material were disposed at the landfill in FY 2019. The estimated remaining life of the facility is 9 years. For more information regarding this landfill, contact:

International Paper – Eastover Landfill

Mailing Address: John Baker
P.O. Box B
Eastover, South Carolina 29044
Phone: (803) 353-7440

Facility Location: 4001 McCords Ferry Road
Eastover, South Carolina 29044
Phone: (803) 353-7370

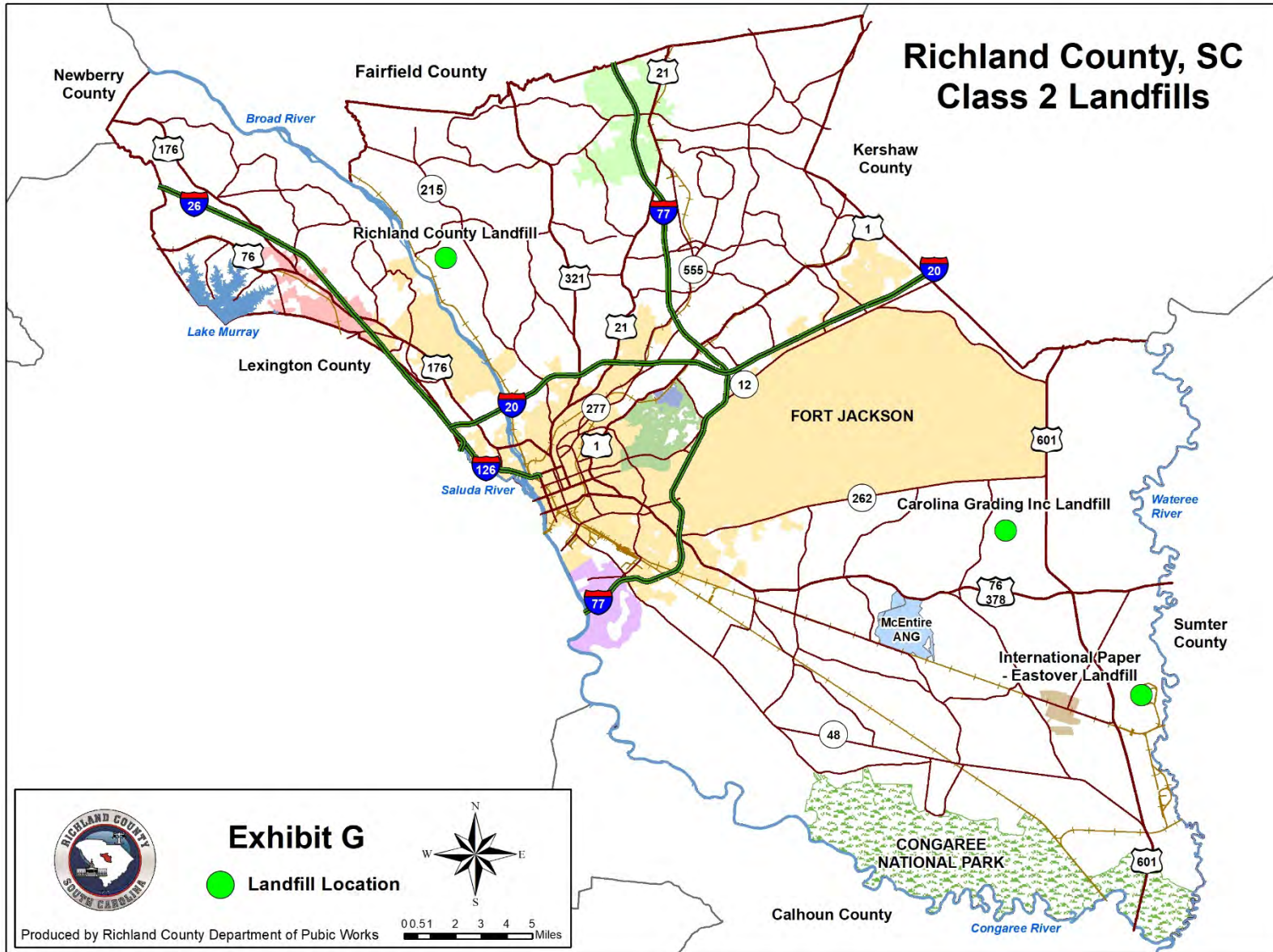


Exhibit G - Class 2 landfill location



4.6.3 Class 1 Landfills

There are two permitted Class 1 Landfills within Richland County (*Exhibit H*). Each Class 1 Landfill is described below:

WASTE INDUSTRIES LCD LANDFILL

The Waste Industries (formerly L&L Disposal) LCD Landfill is a commercial landfill (Facility ID No. 402428-1701) located near Elgin, South Carolina. It has a maximum annual permitted rate of disposal of 30,000 tons per year. The landfill did not dispose of any waste in FY 2019. For more information regarding this landfill, contact:

Waste Industries LCD Landfill

Mailing Address: John Barnard
1047 Highway Church Road
Elgin, South Carolina 29045
Phone: (800) 207-6618 Extension 4521

Facility Location: Same as mailing address.

SHARPE'S CONTRACTING SERVICES LLC LANDFILL

The Sharpe's Contracting Services LLC Landfill is a commercial landfill (Facility ID No. 402479-1701) located near Blythewood, South Carolina. It has a maximum annual permitted rate of disposal of 75 tons per year. For FY 2019, the landfill received 74 tons of disposed waste, approximately meeting its yearly permitted disposal rate. For more information regarding this landfill, contact:

Sharpe's Contracting Services LLC Landfill

Mailing Address: Bill Sharpe
1837 Muller Road
P.O. Box 27
Blythewood, SC 29016
Phone: (803) 960-4247

Facility Location: 1700 Loner Road
Blythewood, SC 29016

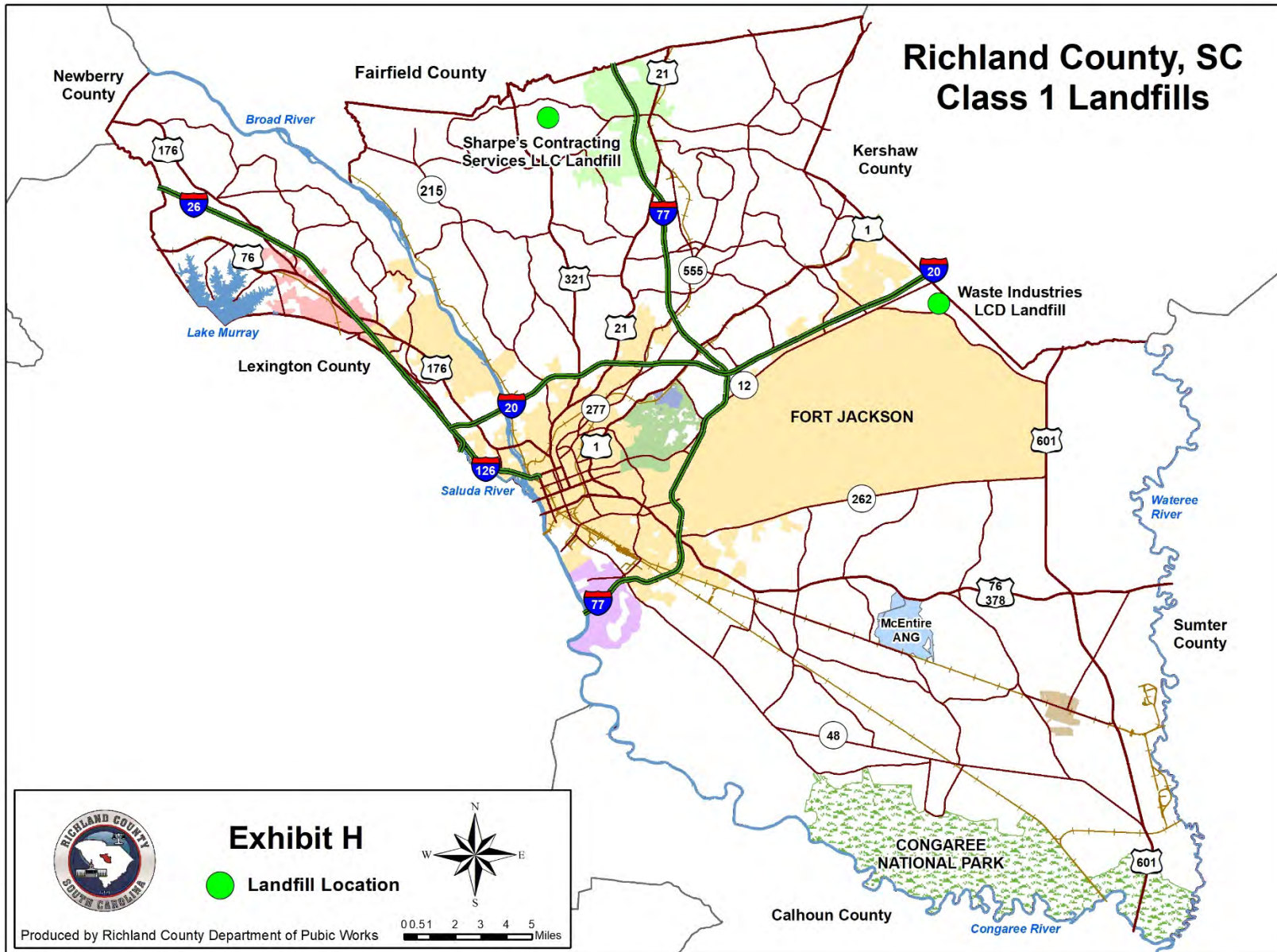


Exhibit H - Class 1 landfill location



4.7 Reduce, Reuse, & Recycle

Section 44-96-80 of the Solid Waste Policy and Management Act requires local governments to provide a description of recycling programs and to designate a recycling coordinator.

4.7.1 Recycling Coordinator

Richland County has a Recycling Coordinator position. The Recycling Coordinator is currently Syndi Castelluccio and she can be contacted at 1070 Caughman Road North, Columbia, South Carolina 29203 at (803) 576-2467.

4.7.2 Categories of Solid Waste to be Recycled

To gain a better appreciation for recycling efforts, Table 4.4 shows the recycling tonnage broken down by commodity.

Table 4.4 Recycling by commodity*

Category	FY 2013 tons	FY 2014 tons	FY 2015 tons	FY 2016 tons	FY 2017 tons	FY 2018 tons	FY 2019 tons
Glass	468.65	289.50	341.03	187.71	92.67	38.12	32.19
Metal	25,954.74	50,073.35	28,787.88	8,618.75	28,150.98	2,156.09	12,800.67
Paper	17,964.39	30,107.20	28,318.76	30,682.41	23,505.06	11,009.19	7,685.53
Plastics	1,175.18	2,959.02	960.50	429.90	2,620.97	239.25	186.59
Organics	N/A	3,014.42	3,695.44	2,757.81	4,344.21	15,851.59	1,384.74
Banned Items	15,439.50	5,085.66	4,873.46	12,489.44	4,935.81	2,643.34	2,318.40
Miscellaneous	3,401.37	10,743.36	1,010.48	1,474.66	1,246.59	1,989.78	2,211.41
Commingled Recyclables	12,062.78	12,467.13	14,935.87	20,220.44	19,206.98	17,423.87	18,024.93
Total	76,466.61	114,739.64	82,923.43	76,861.13	84,103.28	51,351.24	44,644.46

* Numbers compiled from the FY 13-FY 19 South Carolina Solid Waste Management Annual Reports.

4.7.3 Annual Recycling Rate

The average annual recycling rate for Richland County over the last seven years is approximately 22.27 percent. The County's annual recycling rates since 2013 are shown in Table 4.5 below, as reported in each respective South Carolina Solid Waste Management Annual Report.

Table 4.5 Annual recycling rate

Fiscal Year (FY)	Annual Recycling Rate (%)
FY 2013	22.50%
FY 2014	30.74%
FY 2015	25.00%
FY 2016	24.45%
FY 2017	23.96%
FY 2018	15.48%
FY 2019	13.74%
Average	22.27%

4.7.4 Materials Processing

Sonoco Recycling, located at 1132 Idlewilde Boulevard, Columbia, SC 29201, processes all of Richland County's recyclable products. Currently, recyclable materials are collected curbside from Richland County citizens either weekly or bi-weekly. The County provides a specific, single



container for all different products (i.e. single-stream). Those materials are collected through contract hauling companies and delivered to Sonoco’s plant in Columbia. The hauler then deposits the materials on the tipping floor. From the tipping floor, the product is loaded into a hopper which then sends the waste into the plant. The different commodities are sorted by a variety of conveyors, hand pickers, optical scanners, and lastly, robots. The end result includes different types of like materials separated and packaged for shipment to the end user.

4.8 Banned Items

The 1991 Solid Waste Management Act placed disposal bans on certain types of solid wastes increasing the importance of counties to manage this waste. A list of the items that are banned from disposal in MSW landfills is identified in *Table 4.6*.

Table 4.6 Items banned from MSW landfills (State)

Banned Item	Effective Date
Lead-Acid Batteries	May 27, 1992
Used Oil	May 27, 1992
Yard Trash & Land-clearing Debris	May 27, 1993
Whole Waste Tires	October 23, 1993
White Goods	May 27, 1994
Small-Sealed Lead-Acid Batteries	June 23, 1995
Electronic Waste	July 1, 2011

The management of banned items are discussed in the following sections: yard trash & land-clearing debris in section 4.5.1, batteries in section 4.8.1, used oil in section 4.8.2, tires in section 4.8.3, white goods in section 4.8.4, and electronic waste in section 4.8.5.

4.8.1 Batteries

Section 44-96-180 of the Solid Waste Act banned the disposal of lead-acid batteries in landfills by May 27, 1992. Since that time, the Richland County has provided for the collection of batteries at each of the recycling drop-off centers located throughout the County. Richland County contracts with an approved recycling company for the collection of these batteries. The tons of batteries recycled since 2013 are shown in *Table 4.7* below, as reported in each respective South Carolina Solid Waste Management Annual Report.

Table 4.7 Tons of batteries recycled by Richland County

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Number of Batteries Recycled	2,332	2,043	1,858	1,320	409	189	129

4.8.2 Used Oil

In accordance with Section 44-96-160 of the Solid Waste Policy and Management Act, the disposal of used oil in the landfill was banned on May 27, 1992. Used Oil tanks are available at County recycling drop-off centers for the proper disposal of used motor oil. County residents are allowed to dispose of a maximum 5 gallons per visit. The following type of fluids are accepted:



gear oil, fuel oil, heating oil, kerosene, hydraulic fluid, diesel fuel, automatic transmission fluid, and household cooking oil (small quantities). Gas/oil fluid mixtures are only accepted at the Richland C&D Landfill and Lower Richland Collection site. County residents can also dispose or used oil filters at any of the public (*Exhibit I*) or private (*Exhibit J*) drop-off centers shown in *Table 4.8*.

Table 4.8 Used oil recycling locations in Richland County

Area	Location Name	Address
Public Facilities		
Ballentine/Irmo	Ballentine Fire Station	10717 Broad River Road*
Blythewood	Blythewood Fire Station	435 Main Street*
Columbia	Columbia Atlas Road Fire Station	933 Atlas Road*
Eastover	Eastover Fire Station	504 Henry Street*
Gadsden	Gadsden Fire Station	122 Community Center Drive*
Hopkins	Hopkins Fire Station	1631 Clarkson Street*
Columbia	Jim Hamilton-LB Owens Airport	1400 Jim Hamilton Boulevard
Eastover	Lower Richland Drop-off Center	10531 Garners Ferry Road*
Columbia	Richland County C&D Landfill	1070 Caughman Road North*
Columbia	Richland County Public Works	400 Powell Road*
Columbia	Sandhill Fire Station	130 Sparkleberry Lane*
Columbia	Upper Richland Fire Station	300 Camp Ground Road*
Private Facilities		
Columbia	Advance Auto Parts	7613 Garners Ferry Road
Columbia	Advance Auto Parts	7030 Two Notch Road
Columbia	Advance Auto Parts	3010 Two Notch Road
Columbia	Advance Auto Parts	4731 Devine Street
Columbia	Advance Auto Parts	249 Bush River Road
Columbia	Advance Auto Parts	4709 Broad River Road
Elgin	Advance Auto Parts	10505 Two Notch Road
Columbia	Auto Zone	3108 Two Notch Road
Columbia	Auto Zone	9860 Two Notch Road
Columbia	Auto Zone	255 O'Neil Court
Columbia	Auto Zone	3601 Main Street
Columbia	Auto Zone	7710 Garners Ferry Road
Columbia	Auto Zone	211 Ricky Lane
Irmo	Auto Zone	7236 Broad River Road
Columbia	Pep Boys	1804 Broad River Road
Columbia	Pep Boys	2455 Decker Boulevard
Columbia	Walmart Tire and Lube Express	5420 Forest Drive
Columbia	Walmart Tire and Lube Express	7520 Garners Ferry Road
Columbia	Walmart Tire and Lube Express	321 Killian Road
Columbia	Walmart Tire and Lube Express	10060 Two Notch Road

Note: Sites marked with an asterisk (*) also accept used oil filters. Source: SC DHEC "Richland County Recycling Locations." <https://scdhec.gov/environment/recycling-waste-reduction/where-recycle-locally/richland-county-recycling-locations>.

Richland County has one private permitted Used Oil Processor, which is Dilmar Oil Company, Inc. (*Exhibit J*). The Dilmar Fluid Services Used Oil Processing facility (Facility ID No. 402407-7101) is located at 1955 Bluff Road in Columbia, South Carolina. The facility is permitted to receive up to 160,000 gallons per year (gpy).

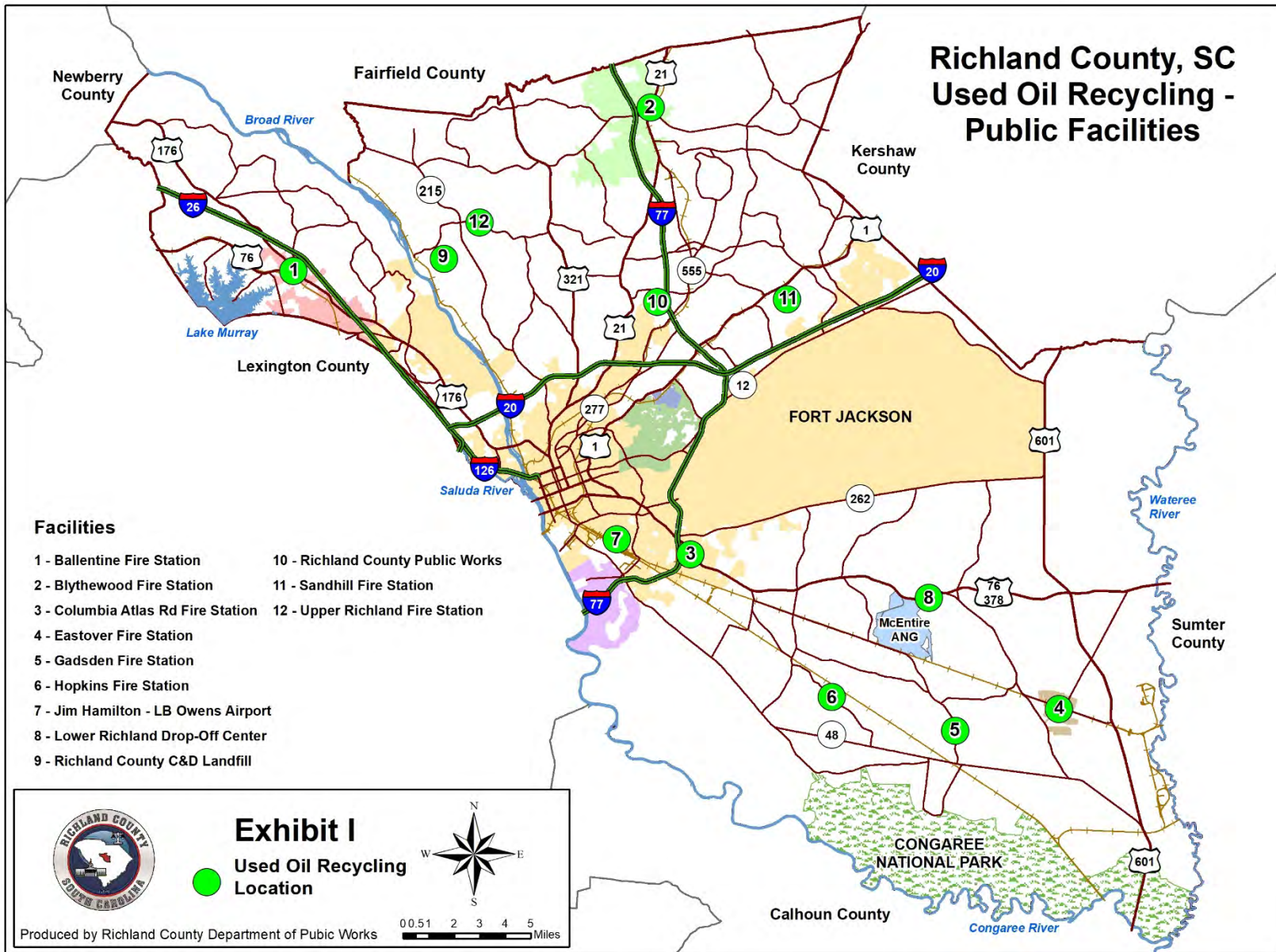


Exhibit I - Used oil recycling - public facilities

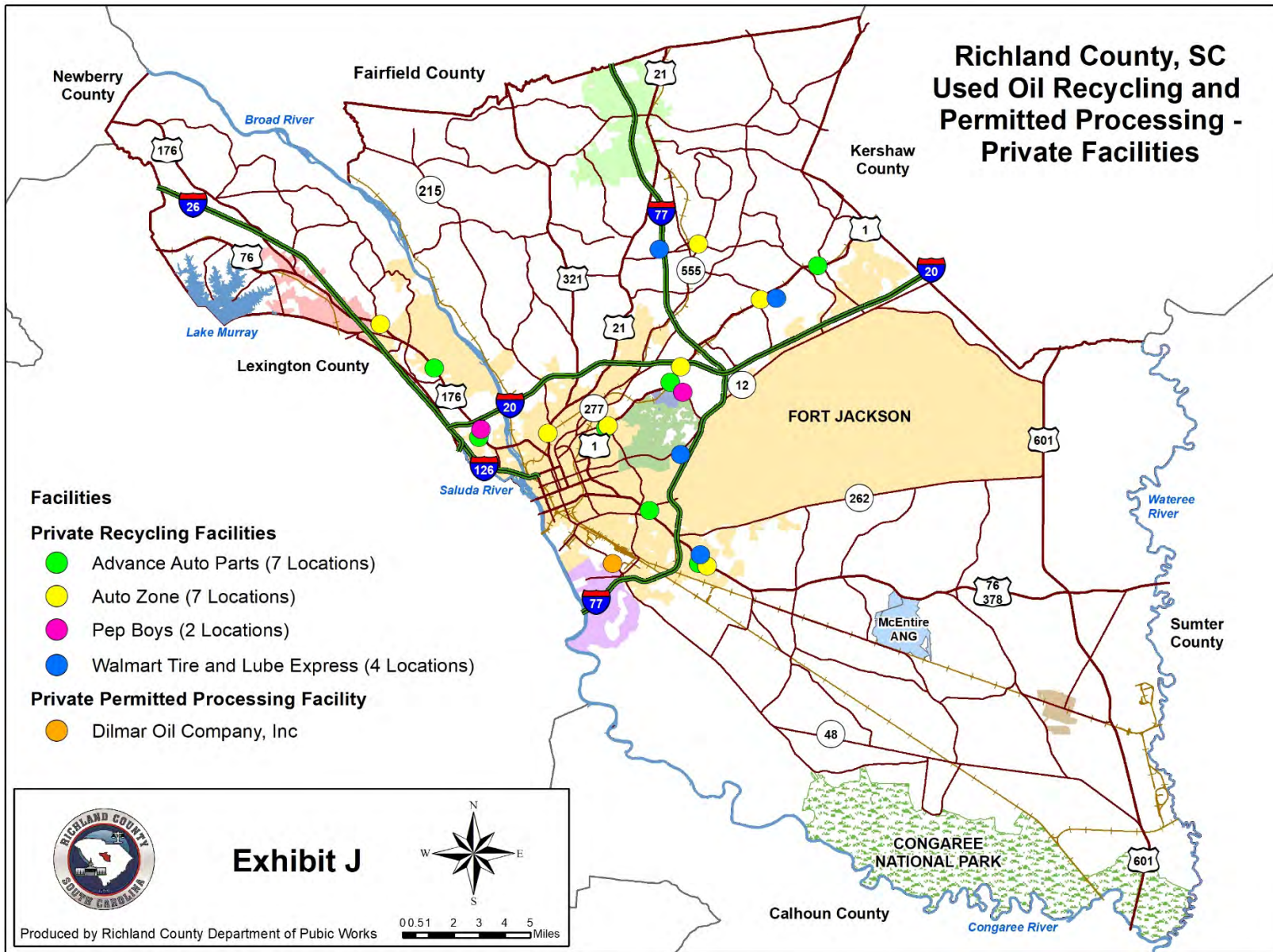


Exhibit J - Used oil recycling and permitted processing - private facilities



4.8.3 Tires

Whole waste tires have been banned from the MSW and C&D waste stream since October 23, 1993. The waste tire rebate by the state funds this collection program, along with Waste Tire Grant funds provided by SC DHEC. To encourage the proper disposal of waste tires, Richland County residents are allowed to dispose of five standard car/truck tires per year at no charge at any of the Richland County recycling drop-off centers. Any additional tires are charged the commercial cost, which is \$150.00 per ton.

4.8.4 White Goods

Section 44-96-200 of the Solid Waste Act placed a ban on the landfilling of white goods as of May 27, 1994. Large Household Appliances, including stoves, refrigerators, HVAC units, trash compactors, water coolers, freezers, washer and dryer, and hot water heaters, that are generated from Richland County residents’ primary homes are not charged for their disposal at any County recycling drop-off center. Commercial entities are charged a fee per ton for the disposal of large household appliances.

4.8.5 Electronic Wastes

Beginning July 1, 2011, disposal of most electronic waste was prohibited in landfills. Residents of Richland County may recycle electronic waste by taking these items to either the County’s Lower Richland Drop-Off Center (10531 Garners Ferry Road) or to the Richland County Landfill’s Drop-Off Center (1070 Caughman Road North). The tons of electronics recycled since 2013 by Richland County is shown in *Table 4.9* below, as reported in each respective South Carolina Solid Waste Management Annual Report.

Table 4.9 Tons of electronics recycled by Richland County

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Tons of Electronics Recycled	2,315	1,089	549	1,120	738	512	324

4.9 Miscellaneous Items

Miscellaneous items include materials such as household hazard waste, antifreeze, cooking oil, fluorescent bulbs, mattresses, paint, rechargeable batteries, textiles, used motor oil filters and carpet padding.

4.9.1 Household Hazardous Materials

Household Hazardous Waste (HHW) includes: acids, aerosols, antifreeze, batteries, brake fluids, corrosives, drain openers, flammables, fuel, furniture strippers, gasoline, household cleaners and polishes, kerosene, lighter fluid, oxidizers, paints, pesticides, photo chemicals, poisons, pool chemicals, solvents, thinners, weed killers, and wood preservatives.

Richland County will only collect dried latex paint as part of household garbage, however wet latex paint will not be picked up. The Lower Richland Drop-off Center and the Richland County C&D Landfill Drop-off Center accept latex paint for recycling if it is in good condition. Oil based paints and stains will not be accepted at curbside or drop-off centers. Residents are encouraged to dispose of their wastes at County-hosted HHW collection events that occur twice throughout



the year. The Richland County C&D Landfill Drop-Off Center and the Lower Richland Drop-Off Center also collect residential used motor oil and used oil filters, antifreeze, and lead acid batteries. No HHW material tonnage was collected by Richland County in FY 2019.

4.9.2 Textiles

Through the Mid-Atlantic Clothing Recycling Program (MAC), textiles such as clothing and shoes are collected at a drop box at the Richland County Sheriff’s Department. MAC then collects the materials. The tons of textiles recycled since 2013 by Richland County is shown in *Table 4.10* below, as reported in each respective South Carolina Solid Waste Management Annual Report.

Table 4.10 Tons of textiles recycled by Richland County

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Tons of Textiles Recycled	60	13	53	135	131	17	1.3

4.9.3 Construction and Demolition Debris

Construction debris (to include carpet, padding, shingles, lumber, cement, sand, and dirt) is not collected curbside by Richland County. County residents should take these items to the Lower Richland Drop-off Center or the Richland County C&D Landfill Drop-off Center.

4.10 Public Education

Richland County strives to educate the public as much as possible on best solid waste and recycling disposal practices. The Richland County Solid Waste & Recycling Division has enacted several public education programs to inform the public of the need for and benefits of source separation, recovery, and recycling. It does this by hosting numerous events and educational opportunities County-wide. For example, in addition to the annual ‘Richland Recycles Day’, the County mans a booth at the State Fair every year to teach people how to properly recycle. The County also hauls all the recycled materials from the State Fair to the appropriate processing facility. The County’s goal is to host at least four recycling collection events every year. It is looking to do this through partnerships with the local Riverbanks Zoo and Garden, Lexington County and the City of Columbia. Richland County hosts a Recycling and Shred Event to collect unwanted materials (mainly electronics) from residents that are hard to recycle or often not recycled properly, as well as paper shredding. Richland County also hosts outreach events at the Richland County Library.

For single-family households, the County promotes the neighborhood captains program sponsored by SC DHEC. This program appoints a designated resident to be their neighborhood’s champion for recycling. The captain will post reminder flyers to recycle throughout the neighborhood three days before collection and will overall educate and encourage neighbors on the importance of recycling. The County would like to encourage participation by offering Richland Recycles clothing to residents that do volunteer to be captains.

4.11 Awards

In partnership with Keep the Midlands Beautiful, as well as the City of Columbia and Lexington County, Richland County helps run the Midlands Green Business program. This program recognizes businesses that adopt sustainable and eco-friendly business practices, thus keeping the local community cleaner, greener and making it a more beautiful place to live. The County will recognize businesses that do this and award them with accreditation as an official Midlands Green Business.

4.12 Special Wastes

Special waste is defined as commercial or nonresidential solid waste, other than regulated hazardous wastes, that are either difficult or dangerous to handle and require unusual management at MSW landfills, including but not limited to pesticide wastes, liquid wastes, sludge, industrial process wastes, wastes from pollution control processes, residue or debris from chemical cleanups, contaminated soil from a chemical cleanup, containers and drums, and animal carcasses. Richland County does not currently accept any type of special waste at its Lower Richland Drop-Off Center or the C&D Landfill. Any special wastes generated for disposal within Richland County are the responsibility of the entity generating the waste.

4.13 Import and Export

The Richland County Solid Waste & Recycling Division serves the solid waste needs of its citizens. The Waste Management of Richland Class 3 Landfill accepts waste from several other surrounding counties. Richland County does not export its MSW out of the County. Some private businesses and industries send their waste to the privately-owned landfills outside of Richland County.

5 Local Government Oversight

5.1 Introduction

Section 44-96-80 of the Act requires the County's Solid Waste Management Plan to include:

- an estimate of the cost of implementing the solid waste management plan within that county or region;
- an estimate of the revenue which each local government or region needs and intends to make available to fund implementation of the solid waste management plan;
- an estimate of the cost of siting, constructing, and bringing into operation any new facilities needed to manage solid waste within that county or region during the projected 20-year period;

Richland County's approved FY 2021 budget has \$34,236,249.58 allotted to its Solid Waste Enterprise Fund and is the estimated cost to implement the solid waste management plan within Richland County. The approved FY 2021 budget total comprises of a solid waste management budget of \$1,022,789.00, a collections budget of \$30,264,828.29, a C&D budget of \$1,635,699.29, a Lower Richland Drop-Off Center budget of \$583,623.00, and a closure/post-closure budget of \$749,310.00. The estimate of costs for implementing the Plan is directly related to inflation and incoming waste amounts, which are projected to increase two percent annually from the previous year thereafter. Therefore, applying the directly correlated two percent annual increase, it is estimated that the cost to implement the Plan within Richland County over the entire 20-year planning period will be approximately \$831,850,816.57.

Richland County's budgeting is not influenced nor correlated with the revenue stream generated within each of its incorporated areas. All of the incorporated areas of Richland County as well as the unincorporated collection system generate funds in support of their systems through user fees and/or property taxes.

New facilities needed to manage solid waste within Richland County during the projected 20-year period include the construction of a new waste and recycling drop-off center for the Clemson Road area which is not expected to take place for another two to three years. No funds have been allocated yet for the siting of a new drop-off center to service the northwest area of Richland County nor for the new siting of the Lower Richland Drop-Off Center. Another aspect of the 20-year plan is to expand the Richland County Class 2 Landfill. The design, permitting, and construction process of the expansion is not expected to start until FY 2024 and no funds have yet been allocated towards this effort.

A discussion of how each of the solid waste management services is funded is in the following sections.

5.2 Collection

Many of the incorporated areas of Richland County provide curbside collection services. Residential curbside collection of MSW, yard waste, and recyclables is available to the residents of Richland County per the Richland County Ordinance. A roll cart is provided to residents for



storing solid waste and a recycling bin to store recyclables for pickup. Curbside pickup occurs weekly for MSW and yard waste, and weekly/bi-weekly for recyclables. Residents must place their cart at the street on their designated collection day. Each of the incorporated areas generates funds in support of their systems through user fees and/or property taxes.

Richland County provides collection for the unincorporated areas of the County by utilizing manned drop-off centers. These centers accept items that can't be placed in roll carts, such as C&D debris, electronics, waste tires, used oil, and metal. The Richland County Solid Waste & Recycling Division manages and provides staffing for the drop-off centers.

5.3 Education

For incorporated areas of Richland County that provide education, funds are generated through user fees and/or property taxes.

Richland County provides solid waste and recycling public education services for the entire County. Funding for these public education services are funded from the collection of tipping fees and residential solid waste fees, which are paid by all users of the Richland County waste disposal facilities, as well as revenues from sales of recyclables.

5.4 Recycling and Mulching/Composting

For incorporated areas of Richland County that have recycling and composting programs, funds are generated through user fees and/or property taxes.

Richland County provides hauling services for numerous recycling collection areas located in both the incorporated and unincorporated areas of Richland County, including the Town of Blythewood.

The County also operates a mulching facility as described in Section 4.5.1 of this Plan. The mulching facility is funded from sales of mulch as well as the collection of residential solid waste and tipping fees, which are paid by all users of the Richland County waste disposal facilities.

5.5 Disposal

The Richland County Solid Waste & Recycling Division is responsible for the siting, construction and operation of solid waste management disposal facilities in Richland County. Residential solid waste fees will be the primary source of revenue to cover costs for siting, construction, and operation of Richland County's solid waste disposal facilities for the 20-year planning period. Currently, residential solid waste fees are used to cover the costs related to solid waste programming, waste collection, landfill operation and drop-off center operation costs. Landfill tipping fees also help cover landfill operational costs. A County-wide millage pays for the disposal costs at the Class 3 MSW landfill, currently at the Waste Management Richland Landfill. The County pays for disposal of residential Class 2 waste generated in the eastern part of Richland County at the Waste Management Pine Hill Landfill. Residential Class 2 waste from the western half of the County is taken to the Richland County C&D Landfill for disposal.

6 Goals, Policies, Strategies & Barriers

6.1 Introduction

The Solid Waste Policy and Management Act (Act) designates a waste reduction goal and a waste recycling goal for the state. The Act also establishes policies to be incorporated into South Carolina's solid waste management programs. This chapter details the solid waste reduction and recycling goals and policies outlined in the Act along with suggested strategies for achieving the goals, and possible barriers.

Specifically, Section 6.2 summarizes the State Solid Waste Management Plan Goals and Policies; Section 6.3 presents Richland County's plan for meeting these Goals and Policies; Section 6.4 presents additional potential strategies and actions to assist in meeting the Goals and Policies; Section 6.5 describes ongoing actions taken to meet Goals and Policies; and Section 6.6 describes possible barriers to meeting the Goals and Policies.

6.2 State Solid Waste Management Plan Goals and Policies

6.2.1 Goals

The following goals are included in Section 44-96-50 of the Act.

1. It is the goal of this State to reduce, on a statewide per capita basis, the amount of municipal solid waste being *generated* to 3.5 pounds per day not later than June 30, 2005. The FY 2011 South Carolina Solid Waste Management Annual Report updated this goal to be a *disposal* rate of 3.25 pounds or less per day by 2020. The current goal, per the FY 2019 South Carolina Solid Waste Management Annual Report, is to reduce municipal solid waste *disposal* to 3.25 pounds or less per person per day. For the purposes of this goal, "municipal solid waste" includes, but is not limited to, wastes that are durable goods, nondurable goods, containers and packaging, food scraps, yard trimmings, and miscellaneous inorganic wastes from residential, commercial, institutional, and industrial sources including, but not limited to, appliances, automobile tires, old newspapers, clothing, disposable tableware, office and classroom paper, wood pallets, and cafeteria wastes. "Municipal solid waste" does not include solid wastes from other sources including, but not limited to, construction and demolition debris, auto bodies, municipal sludges, combustion ash, and industrial process wastes that also might be disposed of in municipal waste landfills or incinerators.
2. It was a prior goal of the State to recycle, on a statewide basis, at least 35 percent, calculated by weight, of the municipal solid waste stream generated in this State no later than June 30, 2005. In determining whether the solid waste recycling goal has been achieved, no more than 40 percent of this goal may be met by removing yard trash, land-clearing debris, and C&D debris from the solid waste stream. The FY 2011 South Carolina Solid Waste Management Annual Report updated this goal to recycle 40 percent of its MSW by 2020. The current goal, per the FY 2019 South Carolina Solid Waste Management Annual Report, is to recycle 40 percent of the state's MSW.



3. It is the goal of this State to continue setting new and revised solid waste recycling and waste reduction goals after June 30, 2005. These goals must be established in a manner so as to attempt to further reduce the flow of solid waste being disposed of in municipal solid waste landfills and solid waste incinerators.

6.2.2 Policies

The following policies are included in Section 44-96-50 of the Act.

1. It is the policy of this State to promote appropriate methods of solid waste management prior to utilizing the options of disposal in landfills, treatment or disposal by incineration or other treatment, storage, or disposal methods, and to assist local government with solid waste management functions. In furtherance of this state policy, it shall be preferable to reduce the production and generation of waste at the source and to promote the reuse and recycling of materials rather than the treatment, storage, or disposal of wastes by landfill disposal, incineration, or other management methods designed to handle waste after it enters the waste stream.
2. It is the policy of this State that the methods of management of solid waste shall protect public health, safety, and the environment by employing the best available technology, which is economically feasible for the control of pollution and the release of hazardous constituents into the environment. Such methods shall be implemented in a manner to maximize the reduction of solid waste through source reduction, reuse, and recycling.
3. It is the policy of this State to encourage research by private entities, by state agencies, and by state-supported educational institutions into the reduction of solid waste production and generation.
4. It is the policy of this State to encourage a regional approach to solid waste management.
5. It is the policy of this State that each county or region make every effort to meet, on an individual basis, the state solid waste recycling and reduction goals and that each county or region, and municipalities located therein, which meet this goal be financially rewarded by the State.

6.3 Strategies to Meet Goals and Policies of the Act

With this Plan, Richland County intends to incorporate all the goals and policies set by the State into its solid waste program. Strategies to meet goals and policies of the Act include:

- To develop and maintain an administrative staff which fully supports the missions, goals, and objectives of the Richland County Solid Waste & Recycling Division.
- To provide educational programs to the public on responsible waste management with an emphasis on source reduction, re-use, recycling, and environmental awareness.
- To provide comprehensive solid waste management programs which incorporate state-of-the-art technologies in order to maximize protection of the environment and efficiently utilize the disposal system.
- To provide attractive and well-maintained facilities and equipment in order to provide waste disposal services promptly to users, to enhance the image of waste management in the service area, and to instill pride in Richland County.



- To maintain active liaison and communications with industry, federal, state, and local officials concerned with solid waste management.
- To continue to employ, train, and retain a highly competent work force consistent with sound personnel practices and laws.
- To pursue a regional approach to managing the County's waste.

6.4 Additional Potential Strategies and Action Items to Consider

The following additional strategies are considered for inclusion in the 2021 Solid Waste Management Plan.

6.4.1 Consumption/Generation Potential Strategies

1. A phased approach for increasing diversion over time beyond the state goals should be considered. However, due to the difficulty in accurately tracking the actual, overall diversion and recycling rates due to inconsistent reporting across the County and State, a more clear and comprehensive understanding of accounting for recycling and diversion in the County is needed. A clear method of accounting for recycling and diversion rates could be established as a baseline before setting more aggressive recycling and diversion goals and developing strategies to achieve those goals.

The County could look for ways to incentivize commercial reporting. An evaluation of what is currently occurring should first be determined. Consider encouraging the State to require reporting, and perhaps consider putting the reporting requirement on the recyclable materials haulers rather than individual businesses.

Discussions with the Richland County Solid Waste & Recycling Division could be considered in order to demonstrate the current difficulties in measuring accurate recycling rates, and potential efforts to require or otherwise incentives reporting in order to accurately track recycling efforts in the County, which may include:

- updating the current County ordinance to make reporting required
 - an incentive program to promote businesses that report
 - an adjustment to regulations in order to make recycling easier for businesses (i.e. dumpster enclosure regulations, style of service regulations, future building design criteria).
 - **Action Item:** Work with SC DHEC to improve/streamline, require and enforce reporting, which may include changes to who reports and how (e.g., instead of individual businesses reporting, focus on recyclable material haulers reporting and tie to licensing to enforce.)
2. The County could perform a recycling commodity characterization study every five years (before each Plan update) or as determined by market conditions in order to better understand what is in the waste stream and how the current recycling market is affecting it. The study should break down information from different generator sectors (e.g., residential single family, residential multifamily, and commercial areas). A recycling commodity characterization study could help analyze if changing the recycling collections stream could be cost beneficial (e.g., removing glass from collection).



3. The County, and municipalities within the County, could continue to promote backyard composting and take-back programs, such as for electronics, through its education and outreach efforts.
 - **Action Item:** Baseline food scraps, electronics, and other items that should be recycled in “take back” programs in the next recycling commodity characterization study, then measure progress with each waste characterization study performed prior to each Plan update.
 - **Action Item:** Research whether an additional fee could be added for Richland County to provide certain additional services.
4. The County and municipalities within the County could support state-level Extended Producer Responsibility (EPR) initiatives, rather than implement its own EPR initiatives, which may include EPR initiatives for tires, e-waste, plastic bags, carpet, paint, mattresses, batteries, and various product packaging materials.
 - **Action Item:** Encourage SC DHEC to take more action on EPR initiatives.
5. The County and municipalities within the County could each review its own current Municipal Purchasing Practice and determine if there are opportunities to lead by example through sustainable purchasing practices at the local government level. The County could also encourage the State to look for opportunities for sustainability initiatives through the State purchasing practices.

6.4.2 Collection and Transfer Potential Strategies

1. The County should expand its drop-off center locations to allow more residents within the County access to a means of disposal and recycling (i.e. construct a new drop-off center to service the northwest area).
 - **Action Item:** Analyze the logistical and financial potential to build a new drop-off center to service the northwest area of Richland County; expand or re-locate the partially servicing drop-off center in the northeast area to act as a full servicing center; and re-evaluate the Lower Richland Drop-Off Center site due to unsafe traffic patterns and volume, and determine whether it should be relocated to a safer location.
2. The County could remove glass from the curbside recycling program and collect it only at the drop-off sites to reduce contamination, equipment damage and costs. It could generate a partnership with the University of South Carolina and other Richland County municipalities to collect glass and consolidate it at the County landfill for transportation to a glass recycler.
3. The County could partner with SC DHEC to establish a public relations campaign to encourage residential recycling and reduce contamination in collected roll carts. The Division should continue to tag recycling roll carts to educate residents on proper recycling, as well as reduce the contamination rate.
4. The County and municipalities within the County could continue to monitor and implement opportunities to address recycling in public places and at special events. The added cost of these events should be compared to the diversion anticipated to determine the cost and benefits of expanding recycling in public places and at special

events. Logistics, including impacts on planning and zoning should also be factored into the analysis.

5. The County could continue to expand its programming to assist businesses and multifamily housing in setting up recycling programs. Programming could include education and outreach for tenants of building, logistics assistance for property managers to determine placement of recycling containers, and recommendations for recycling programs that make the most sense for the specific user (i.e. office buildings recycle office paper, restaurants recycle bottles and containers and/or food scraps, retailers recycle cardboard, etc.). Currently, multifamily residents do have access to the County-wide drop-off centers.

6.4.3 Processing and Conversion Potential Strategies

1. The County could investigate and develop markets for its mulch/woodchips. The Division should consider renting a trommel screen to screen the mulch and woodchips. Fines from the screened material could be sold as topsoil or compost.
2. The County recently conducted a capacity study for the Richland County C&D Landfill to determine the potential for future landfill expansions. Within the next five years, the County should move forward with the permitting of the next expansion phase of the landfill.

6.4.4 Marketing/End Use

1. The County could evaluate the markets for recyclables in the region in order to determine what markets are readily available in the area and what kinds of markets make sense to attract to the area. The Solid Waste and Recycling Division should be responsible for determining which commodities to include or remove from the curbside recycling collection program based on market conditions.

6.4.5 Additional Material Streams and Strategies to Consider

1. The County could further promote organics recycling through commercial food scraps diversion, as the processing capabilities within the County allow.
 - **Action Item:** Look for ways to attract more private haulers for organics collection, to help lower cost.
2. The County and municipalities within the County could look for opportunities to recycle construction and demolition debris (C&D).
 - **Action Item:** Add C&D recycling statistics from each municipality to the Plan, so it can be tracked every five years, with each update. To the extent possible, aggregate data from private operators, too.
3. The County should routinely review tipping and residential solid waste fees, or identify other funding sources, that cover the cost of recycling and diversion programs.
4. The County could encourage municipalities to accept the 2021 strategies as part of their own goals and strategies, as many of these strategies would need to be implemented in each jurisdiction.



6.5 Ongoing Actions Taken to Meet Goals and Policies of the Act

Richland County has made significant efforts toward the recycling and reduction of solid waste through its aforementioned recycling events and public education programs. The County will continue to operate these events and programs and plans to add more in the future.

The County intends to capitalize on opportunities to achieve the per capita waste disposal goal and recycling goal set by the State Plan. As a strategy to reach the State goals, Richland County is analyzing incoming recycling commodity materials and removing categories that are not cost effective. For example, the County is currently planning on slowly removing glass from its curbside collection program due to negative current market conditions, its contamination of other materials, its abundant presence in residue, as well as its abrasiveness to recycling machinery.

6.6 Possible Barriers to Achieving Goals

Over the past several decades, it has been demonstrated that waste generation is directly correlated to economic activity. During prosperous times, society tends to be more wasteful. For businesses, these good economic times reduce the incentive to recycle or reduce waste since waste disposal fees become a much smaller portion of their overall costs. During good economic times, citizens tend to increase purchases and discard rather than reuse, thereby creating more waste.

During the past couple of years, the country has experienced extreme volatility in markets for commodities that are collected for recycling, which fell drastically due to recent actions on the part of China. In July 2017, China notified the World Trade Organization (WTO) of its intention to prohibit the import of certain solid wastes and scrap into their country, including mixed paper and mixed plastics, beginning on January 1, 2018. China also announced an exceedingly stringent contamination standard applicable to recyclable imports (0.5 percent). According to Chemical & Engineering News (C&EN), prior to these new restrictions China was importing approximately 13 million tons of paper and 776,000 tons of plastic from the United States annually. Recycling processing facilities around the United States are now struggling to find viable markets to accept these materials, especially since it is often cheaper for manufacturers to use virgin materials that are typically abundantly available rather than recycled materials.

Fluctuating and unstable markets for recyclables have made it difficult to significantly expand recycling opportunities. The markets can significantly impact the cost effectiveness of a recycling program. Markets must abound and be stable for communities and private businesses to invest and expand recycling and waste reduction efforts.

Since recycling programs are generally a net cost (i.e. the revenues from the sale of recyclables do not cover the cost of the programs), their prevalence is subject to the funding constraints of the local government. Richland County's recycling programs are funded from sales of recyclables and solid waste fees charged to residents. New recycling programs or expansion of existing recycling programs will necessitate significant increases in residential solid waste fees. Increased funding could result from more waste being disposed or from higher residential solid waste fees. The biggest concern is that maintaining the existing system is dependent upon



maintaining the residential solid waste fees at their current levels or the substitution of an alternative funding system. The County has already started implementing some strategies to help alleviate some of the cost burdens. While some municipalities across the country are eliminating curbside recycling altogether to help reduce costs, Richland County has chosen a different course. It has been trying to educate its citizens on the contamination issues with recycling and are even refusing to pick up carts with contaminated materials. The County will return on the next pick up day providing the contamination has been removed. The County's efforts have resulted in an approximately \$20.00 per ton difference in its favor compared to other similar municipalities. While the County's educational efforts have proven to be helpful in cost reduction so far, the County is still planning on slowly removing glass from its curbside collection program to cause further savings.

As discussed earlier, waste reduction plays an important role in reaching the goals of the State. Richland County can encourage its citizens to reduce the amount of waste they generate by smart shopping and reuse of packaging materials; however, the results will be limited without the support of the businesses and industries that produce and sell the products the citizens buy. The effort to reduce packaging must start at the State and Federal levels in order to be successful. Richland County could encourage SC DHEC and the General Assembly to expand Section 44-96-150 of the Act dealing with packaging and plastics. The section requires packaging, especially beverage containers, to be made of recyclable materials. The section needs to also focus on reducing packaging for all products, where practical.



7 Public Participation, Plan Revision, and Consistency with State and Local Solid Waste Management Plan

7.1 Introduction

This section of the Plan describes public participation utilized to make this Plan revision as well as procedures for determining consistency with the State and local Solid Waste Management Plans.

7.2 State and Local Plan Revision

7.2.1 Local Government Participation

Section 44-96-80 of the Solid Waste Act states "Local governments... shall participate in the development of the...plan and are required to be a part of the plan". As previously mentioned in Section 1.7 of this Plan, the 2021 Plan was prepared utilizing input from the Richland County Solid Waste & Recycling Division and the local governments/incorporated areas.

After their input is incorporated, the Plan is to be submitted directly to the Richland County Council by the Richland County Solid Waste & Recycling Division. The Richland County Council will be asked to approve a resolution in support of the Plan.

Following approval by the Richland County Council, the Plan will be submitted to SC DHEC.

7.2.2 Plan Revision

The Richland County Solid Waste Management Plan will be, at a minimum, updated every five years. Revisions of the Richland County Solid Waste Management Plan will require approval of the Richland County Council. Meeting minutes documenting Richland County Council review and/or approval of the updated Richland County Solid Waste Management Plan will be provided to SC DHEC and will be located in *Appendix C*.

7.3 Consistency with State and Local Solid Waste Management Plans

Section 44-96-290(F) of the Act states no permit to construct a new solid waste management facility or to expand an existing solid waste management facility within a county or municipality may be issued by the SC DHEC unless:

1. the applicant provides documentation from the applicable local government of compliance with local land use and zoning ordinances along with the permit application;
2. the proposed facility or expansion is consistent with the local or regional solid waste management plan and the state solid waste management plan; and

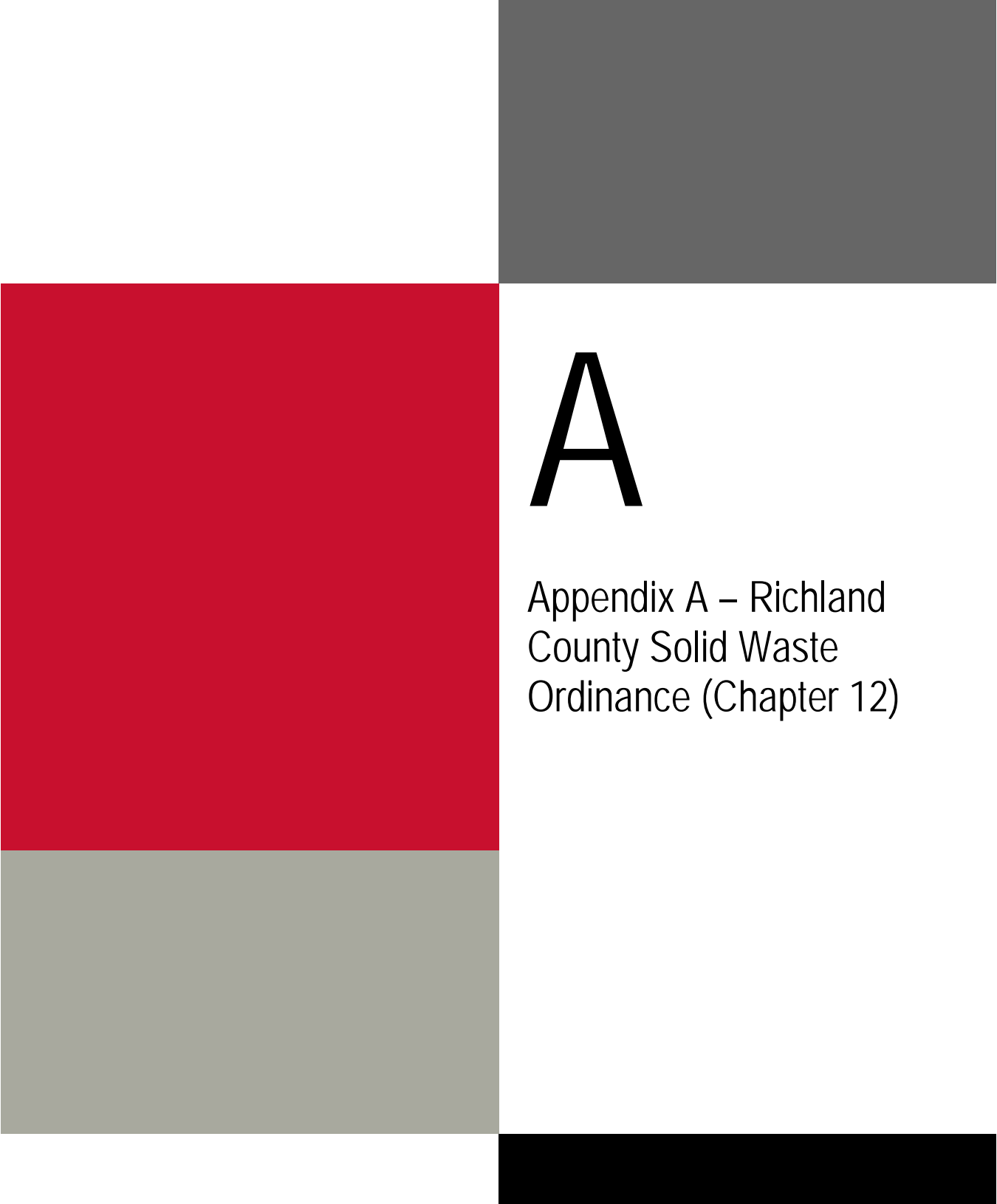


3. the host jurisdiction and the jurisdiction generating solid waste destined for the proposed facility or expansion can demonstrate that they are actively involved in and have a strategy for meeting the statewide goal of waste reduction established in this chapter

All permit applications for solid waste management facilities must be submitted to SC DHEC and reviewed for consistency with the State Solid Waste Management Plan and the 2021 Richland County Solid Waste Management Plan.



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Appendix A – Richland County Solid Waste Ordinance (Chapter 12)



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CHAPTER 12: GARBAGE, TRASH AND REFUSE*

***Editor's note--**At the discretion of the editor, Ord. No. 954-82, effective Jan. 1, 1984, has been included as having superseded §§ 12-2, 12-4, and all of Art. II, formerly comprising §§ 12-11--12-21. Ord. No. 954-82 had been saved from repeal by § 1-10(7); it was not specifically amendatory. The provisions codified as old §§ 12-2, 12-4 and 12-11--12-21 derived from Code 1976, §§ 8-2001--8-2013 and Ord. No. 649-80, effective June 6, 1979.

Cross reference(s)---Dumping on private property, § 2-199; hazardous chemicals, Ch. 13; health, Ch. 14; sewers and sewage disposal; weeds and rank vegetation, § 18-4; § 24-61 et seq.

State law reference(s)---Garbage collection and disposal in counties, S.C. Code 1976, § 44-55-1010 et seq; solid waste collection and disposal by counties, S.C. Code 1976, § 44-55-1210 et seq.

ARTICLE I. IN GENERAL

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized and franchised garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

(Code 1976, § 11-4001; Ord. No. 389-77, § 1, 4-20-77)

Cross reference(s)---See also § 12-21.

State law reference(s)---Similar provisions, S.C. Code 1976, § 16-11-700.

Sec. 12-2. Litter control.

(a) *Responsibility of driver.* When litter is thrown from a vehicle, the driver shall be held responsible regardless of who throws the litter out of the vehicle.

(b) *Procedures.* The following procedures shall be followed by refuse control officers when citing violators of this provision of this section:

(1) In accordance with South Carolina Code 1976, section 16-11-710, the county refuse control officers shall hereby be authorized to accept a cash bond in lieu of requiring an immediate court appearance by a person who has been charged in a violation of ordinances and laws relating to litter control. Checks shall be accepted instead of cash.

(2) Refuse control officers shall use Form S-438 when issuing citations.

(3) In cases where bail is accepted by arresting officers, the violator's copy of the summons (blue) shall serve as the receipt for the offender. Bail monies shall be properly secured during nonworking hours by the refuse control officer. Prior to the trial, the arresting officer shall turn the bail bond over to the magistrate who signs the receipt portion of the summons for the arresting officer. Strict accountability shall be required in accordance with established procedures of the county's finance department (Ordinance No. 233-1015-75, Sections 1 and 2).

(Ord. No. 954-82, § 11, 1-1-84)

Sec. 12-3. Scavenging through greenboxes.

It shall be unlawful for any person to rummage through, remove, or salvage items from or otherwise scavenge from or tamper with any county-owned greenbox, solid waste container or the area located around green boxes and containers located within the unincorporated area of the county.

(Code 1976, § 11-1003; Ord. No. 794-81, §§ I, II, 4-2-81; Ord. No. 999-82, § I, 12-1-82; Ord. No. 1907-89, § IV, 9-5-89; Ord. No. 006-02HR, § I, 3-19-02)

Sec. 12-4. Debris on lots.

(a) *Definition.* For purpose of this section, the term "debris" means refuse, rubbish, trash, garbage, offal, junk, spilt, waste, litter, and/or building materials that are determined to be deleterious to good health and public sanitation.

(b) *Declaration of nuisance.* Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the county public works director. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

(c) *Duty of owner, etc., to remove.* It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

(d) *Notice to owner, etc., to remove.* Whenever the county public works director shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(e) *Failure to comply with notice.* If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.

(f) *Removal by county.* In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) Work may be done by county upon request. Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of public services may enter upon any such lands and remove the debris therefrom, the charge and cost of such service to be paid into the county treasury.

(Ord. No. 1130-84, §§ 1-7, 3-6-84; Ord. No. 1611-87, §§ 1-5, 5-5-87; Ord. No. 1843-89, §§ I-III, 3-7-89; Ord. No. 2086-91, §§ I, II, 4-16-91; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-5. Penalties.

(a) If any of the matter or material dumped in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm,

or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be prima facie evidence that such owner dumped or caused to be dumped such matter or material in violation of this chapter.

(b) Appointed refuse control officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the magistrate's court of the county to answer to the charge of violation of the appropriate section of this chapter.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than five hundred (\$500.00) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

(Ord. No. 954-82, §§ 12-1, 13-1, 13-2, 1-1-84; Ord. No. 023-01HR, § I, 4-17-01; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-6. County landfills not to accept garbage, refuse and other waste material generated outside county.

(a) The Richland County Landfill shall not accept garbage, refuse or other waste material which is generated outside of the county.

(b) Before being allowed to dump garbage, refuse, or other waste material in the county landfill, the person dumping said material shall sign a statement authenticating that said material was generated within the county.

(c) Any and each false statement signed by a person dumping material referred to in subsection (b) of this section shall constitute a violation of this chapter.

(d) The term "generated," as used in this section, shall mean the point of origin of garbage, refuse, or other waste material. Sludge from waste treatment plants located outside of the county which treat waste generated in the county may be accepted to the extent that the sludge is generated in the county.

(e) Any dispute as to the point of origin of garbage, refuse, or other waste material shall be decided by the director of public works and utilities.

(Ord. No. 1703-88, § 2, 1-5-88; Ord. No. 1736-99, §§ I--III, 4-19-88; Ord. No. 051-02HR, § II, 9-17-02)

Secs. 12-7--12-10. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 12-11. Applicability.

This article shall apply to the preparation, storage, collection, transportation and disposal of all refuse in the area under jurisdiction of the county council as presently or hereafter established. It shall prescribe rules and regulations relating to collection and disposal of solid waste; prescribing rules and regulations for hauling garbage, refuse and other waste material within and through the county; providing for the proper disposal of solid waste; prohibiting littering and illegal dumping within the unincorporated area of the county, and providing penalties for violation thereof. This article provides for the assessment of service charges to finance the cost of solid waste collection.

(Ord. No. 954-82, § 2, 1-1-84; Ord. No. 093-05HR, § 1, 12-6-05)

Sec. 12-12. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them in this section. When not inconsistent with the context, words used in the present tense include the

future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single lot which contains a total of six (6) or more dwelling units.

Bulk container: A manufacturing container suitable for emptying by mechanical equipment and approved by the director of public works.

Code: The Code of Richland County, South Carolina.

Commercial establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature.

Commercial refuse: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Contractor: The person or persons, partnership, or corporation which has entered into a contract with the county to perform solid waste collection.

County: Richland County, South Carolina.

County administrator: The county administrator or his designated agent.

Disposal facility: Any facility or location where any treatment, utilization, processing or disposition of solid waste occurs.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking and eating and from which the county would collect refuse; excludes commercial, industrial and manufacturing establishments.

Franchise collector: The person or persons, partnership or corporation which has entered into a franchise agreement with the county to perform solid waste collection.

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

Garden and yard trash: Any and all accumulations of grass, leaves, small trees and branches (not exceeding four (4) inches in diameter), shrubs, vines and other similar items generated by the maintenance of lawns, shrubs, gardens and trees from residential properties.

Hazardous materials: Wastes that are defined as hazardous by state law and the state department of health and environmental control regulations.

Health officer: The county health officer or his authorized deputy, agent or representative or other person as the county council may designate in lieu of such health officer.

Household trash: Any and all accumulations of materials from the operation of a home which are not included within the definition of garbage. Household trash shall include all bulky appliances, furniture, boxes and yard toys.

Industrial waste: Any and all debris and waste products generated by canning, manufacturing, food processing (excluding restaurants), land clearing, building construction or alteration and public works type construction projects whether performed by a governmental agency or by contract.

Refuse: Includes both garbage and trash as defined in this section.

Residential property: Property which contains residential dwelling units other than those defined in this section as apartments.

Residential refuse: Refuse generated by residential property as defined in this section.

Roll cart: Garbage containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store garbage between collections by franchise collectors.

Sanitary landfill: The method of disposing of refuse by placing an earth cover thereon which meets the regulations of the state department of health and environmental control.

Small business: Any business entity registered with the Secretary of State that produces no more solid waste during any County defined solid waste collection cycle than will fill two (2) County-issued roll carts.

Special material: These are bulky materials or other special wastes that are not stored in roll carts and cannot be picked up by a normally used collection vehicle.

Trash: Unless specifically provided to the contrary, shall include and mean household trash and garden and yard trash as defined herein.

(Ord. No. 954-82, § 3, 1-1-84; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-13. Administration and enforcement.

(a) The director of public works shall be responsible for the administration and enforcement of the provisions of this article. He or she may request assistance from the various departments and other officials of the county as may be necessary for the orderly implementation of this article. Regulations promulgated to carry out this article shall be subject to prior review and approval of county council.

(b) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the refuse control officers when requested by them.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-14. General conditions for granting contracts for residential and small business solid waste collection.

(a) The entire unincorporated area of the county shall be designated as a roll cart service area and shall be divided into eight (8) service areas with these areas to be plainly outlined on a map of the county. Such maps shall be made a part of the contract with the collectors and shall be available for public inspection..

(b) Contracts shall be obtained as follows:

(1) After the initial awarding of the service areas, the option to bid on any or all of the service areas shall be open to all contractors, or subcontractors, who are garbage collectors for the county, or said areas may be awarded through open, competitive bidding.

(2) If all service areas are not successfully awarded through the above method, areas shall be awarded pursuant to the Richland County Code of Ordinances, Chapter 2, Article X, Division 2, Competitive purchasing policy. Anyone submitting a bid or proposal must meet all qualifications and criteria set forth for collectors.

(3) A lone bid or proposal for a specific service area shall not warrant automatic award of the franchise to the lone bidder or proposer.

(4) Should any contractor, or subcontractor, be found to be involved in collusion, in any way, through his or her own acts or those of any agent, said contractor or subcontractor, shall be disqualified from bidding or proposing.

(5) Successful contractors shall offer to purchase existing solid waste collection vehicles from current contractors within the respective service areas who were unsuccessful in renewing or renegotiating a contract.

The value of the equipment will be determined by an independent appraiser.

(6) Successful contractors will be encouraged to hire employees of current contractors, within the respective service area, who were unsuccessful in renewing or renegotiating a contract.

(7) a. In the event that a contractor shall lose his contract through the expiration of his or her contract through the expiration of the contract or otherwise, or in the event that he or she subcontracts his or her area, then county council may, at its option, do any of the following:

1. Contract with the subcontractor without competitive bidding, pursuant to section 2-612(c)(3) and (10);
2. Open the area to competitive bidding by the contractors authorized to operate in Richland County; or
3. Open the area to competitive public bidding.

b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights under the contractor's franchise to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

c. In the event that a contractor who is a partnership, corporation, or entity other than an individual fails to obtain the prior written approval of the county administrator as required by section 12-14(b)(7)b. above, the county may competitively bid such contractor's service area.

(c) Monthly payments shall be made by the director of finance to the contractors. The contractors shall be allowed to petition county council for payment increase, based upon significant change of circumstances in the cost of delivering collection services.

(d) Collectors shall not be permitted to change boundaries of collection areas or to enter into agreements with subcontractors without prior written approval of the county administrator.

(e) All collectors under contract with the county shall continue service to customers as outlined in the contract.

(f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her franchise.

(g) The county administrator shall make available to the contractors any information gathered by the county which might assist the collector in submitting his or her cost and/or bid.

(h) Contractors shall not be required to pay the standard landfill dumping fees for residential solid waste or for small business solid waste delivered to the Richland County Landfill.

(i) Contracts with the franchise shall be for a period not to exceed five (5) years.

(j) Any contract may be extended at the option of county council and the contractor for a period not to exceed five (5) years, notwithstanding any contract language to the contrary. Any subcontractor who has assumed the duties and responsibilities of another contractor may, at the option of county council, be substituted as the original contractor of the service area.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1859-89, § I, 4-18-89; Ord. No. 1917-89, § I, 10-3-89; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-15. Conditions for residential and small business solid waste collection--Garbage.

(a) Garbage shall be collected only by collectors who are franchised by the county.

(b) Garbage shall be collected in the entire unincorporated portion of the county by roll cart service under the following conditions:

(1) One (1) roll cart shall be issued to each household in the unincorporated area of the county. The roll carts remain the property of the county for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the franchise collector. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(3) Except as described in section 12-17(b) and (c), infra, roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the day of collection.

(4) For residential collection, garbage in excess of the capacity of the roll cart will be collected if placed in plastic bags and placed at curbside along with the roll cart.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-16. Conditions for residential and small business solid waste collection--Yard trash and other household articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.

(2) Yard trash and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.

(3) Within one (1) week of each month, contractors shall remove all household/ business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-17. Additional levels of residential solid waste collection.

(a) Citizens living more than three hundred (300) feet from a public road may use either roll carts or other suitable containers to place solid waste awaiting collection. If a roll cart is not used by the property owner, payment for the cart will not be assessed.

(b) Handicapped citizens may receive backyard service for garbage collection. This special exception may be granted when the appropriate county official determines that there is no person living in the house who is physically capable of rolling the cart to and from the curb. In such instances, the cart will be dumped only once per week, on the second day of collection (Thursday or Friday). Provided, however, that yard trash will be collected only from the nearest public road, as set forth hereinabove.

(c) Subdivisions desiring a higher level of service may request backyard pick-up pursuant to the following conditions:

(1) The subdivision must have a duly organized homeowners' association and such request shall be made by said association.

(2) At the time that the homeowners' association requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant, or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the president and secretary of the homeowners' association; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.

(3) At the time that the homeowners' association makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.

(4) The cost of the higher level of roll cart service (backyard pick-up) shall be placed on the tax bills of all residents in the subdivision, however, said cost shall not exceed 1.8 times the basic curb service charge. In addition to the garbage collection charge, the county shall be entitled to collect the total cost of administering this program, which shall be divided among the individual homeowners on an equitable basis by the finance department annually.

(5) All requests for the higher level of service (backyard pick-up) shall be made to and approved by the county administrator.

(6) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1567-86, § 1, 12-30-86; Ord. No. 093-05HR, § 1, 12-6-05)

Sec. 12-18. Preparation and storage of residential and/or small business solid waste for collection.

(a) It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all refuse properly, including garbage and trash, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be placed in plastic bags alongside carts on collection days.

(b) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

(c) Each owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or a public thoroughfare adjoining his or her property. Unlicensed automobiles and other vehicles shall not be permitted to be kept except at appropriate commercial establishments. Removal and disposal of unlicensed vehicles shall be the responsibility of property owners where such vehicles are located.

(d) It shall be a violation of this article to place or cause to be placed in any refuse can or bulk container for collection any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind, or

any other hazardous waste.

(e) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of refuse shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.

(f) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.

(g) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-18.1. Exemption from roll cart service and fees for handicapped homeowners.

There is hereby provided an exemption from roll cart service and fees for handicapped homeowners in the unincorporated areas of the county. Such handicapped homeowners shall apply for said exemption at the solid waste division of the public works department. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal.

The director of public works shall recommend approval or denial of the handicapped homeowners application for exemption from roll cart service and fees. Final approval or denial of exemption from roll cart service and fees shall be made by the county administrator.

(Ord. No. 1926-89, § I, 11-7-89; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-19. Transportation of refuse.

(a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.

(b) It shall be a violation of this article for any person not authorized by the county to collect and haul any refuse other than that arising from his or her own accumulation within any area of the county in which refuse collection service is maintained by the county.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-20. Items not covered in residential or small business solid waste collection service.

(a) *Dead animals.* Dead animals, other than household pets, shall not be collected. Dead household pets shall be collected by the county animal care department if placed in plastic bags at curbside and if that department is notified. All other dead animals shall be the responsibility of property owners.

(b) *Building materials.* The county shall not be responsible for collecting or hauling discarded building material, dirt, rock or industrial and hazardous waste.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-21. Unlawful disposal generally.

(a) It shall be unlawful for any person, firm, or corporation to dump or cause to be dumped any garbage, trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, anywhere in the unincorporated area of the county except at approved sanitary landfills.

(b) The above provisions shall not apply to the dumping on private property, with the owner's written permission, of sand, dirt, broken brick, blocks, or broken pavement or other suitable material for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 006- 02HR, § II, 3-19-02; Ord. No. 093-05HR, § I, 12- 6-05)

Sec. 12-22. Collected refuse is county property.

All refuse collected by county forces or collectors under contract with the county shall be disposed of and/or delivered to such places and used for such purposes as may be ordered by the county.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-23. Assessment for residential solid waste collection and small business solid waste collection.

(a) *Residential.* Owners of residential property in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge for the purpose of financing the collection of solid waste. The assessment for solid waste collection shall reflect a level of service and benefit provided to the owner and shall be determined by the county council. The procedures for collecting the assessment for solid waste collection for new houses shall be as follows:

(1) Before issuing a certificate of occupancy pursuant to section 6-57 of this Code, the director, solid waste management department shall collect from the applicant an amount of money equivalent to the pro rata portion of solid waste assessment for the year in which the applicant is seeking the certificate.

(2) Beginning with the first calendar year after which the certificate of occupancy pursuant to section 6-57 of this Code applied for, the assessment for such services shall be collected through a uniform service charge added to the annual real property tax bill. Furthermore, all penalties applicable to delinquent payment of property taxes shall apply to the uniform service charge for solid waste collection.

(b) *Businesses and commercial enterprises.* Businesses and commercial enterprises (other than small businesses) shall not be provided garbage collection service by the county; therefore, they shall not be assessed a charge. These activities shall be responsible for the disposal of their garbage, refuse and industrial waste.

(c) *Small businesses.* Owners of small business in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge two (2) times the residential rate per roll-cart for the purpose of financing the collection of solid waste.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1849-89, § I, 3-21-89; Ord. No. 1918-89, § I, 10-3-89; Ord. No. 020-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-24. Determination of assessments; inclusion in tax notice.

The county council shall annually determine the assessments to be levied for garbage services, based upon, among other things, the level of services provided the property, the amount of funds required to finance solid waste collection, and the benefit received by the property and advise the auditor of the assessment to be collected. It shall be the duty of the auditor to include the assessment with the annual property tax notices. The county director of finance shall establish a solid waste collection fund and all receipts collected by the treasurer from the assessments for the purpose of solid waste collection shall be credited to the fund.

(Ord. No. 954-82, § 4-3, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-25. Lien; hearing required to raise lien amount of charge.

(a) If the notice or notices prescribed by subsection (b) shall have been given and the hearing required pursuant thereto shall have been held, all solid waste collection service charges imposed by the county pursuant

to this article and not paid when due and payable shall constitute a lien upon the real estate to which the solid waste collection service concerned relates so long as the charges remain unpaid. It is the intention of the county that in addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.

(b) Prior to the furnishing of any solid waste collection service for which the prescribed service charge shall, pursuant to subsection (a), become a lien on the property affected and prior to any subsequent increase in any solid waste collection service charge, county council shall hold a hearing on the proposed charges providing property owners an opportunity, if desired, to appear and be heard in person or by counsel before the county council. Not less than ten (10) days' published notice of this public hearing shall be given in a newspaper of general circulation in the county. Such notice shall state the time and place of the public hearing and shall notify property owners of the nature and quantum of the proposed service charges. Following such hearing, action shall be taken by the county council and published notice of its decision shall be given in a newspaper of general circulation in the county, not less than ten (10) days prior to the effective date of the charges. This notice shall set forth the charges being imposed in such a manner as to notify property owners thereof. Any property owner aggrieved by the action of the county council may proceed by appeal in the court of common pleas for the county, to have such court review the action taken by the county council at which time the court will determine the validity and reasonableness of the solid waste service charge. Solid waste collection service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The appeal provided for herein shall be pursuant to the provisions of chapter 7 of Title 18, of the South Carolina Code of Laws, 1976, providing for appeals to the court of common pleas.

(Ord. No. 954-82, §§ 4-4, 4-5, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-26. County landfill fees.

The following fees shall be charged for all materials dumped in a county landfill:

- (a) Normal garbage and trash: Twenty four dollars (\$24.00) per ton.
- (b) Tires: Thirty dollars (\$30.00) per ton.
- (c) DHEC-controlled waste: Thirty dollars (\$30.00) per ton.
- (d) Baled nylon filament: Twenty dollars (\$20.00) per ton.
- (e) Waste containing nylon filament: One hundred dollars (\$100.00) per ton.

(Ord. No. 1703-88, § 1, 1-5-88; Ord. No. 1906-89, § 1, 9-5-89; Ord. No. 2023-90, § I, 9-4-90; Ord. No. 2144-91, § I, 10-15-91; Ord. No. 018-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-27. Corrugated cardboard banned from all landfills.

(a) Corrugated cardboard shall be banned from all county operated landfills located in the unincorporated areas of Richland County. This ban does not apply to any construction and demolition landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this program; to inspect all loads designated for any county operated landfill located in the unincorporated areas of the county to insure compliance with this section; to inspect such loads for corrugated cardboard content; and to impose such surcharges as set forth herein for violations of this section.

(c) The manager of the solid waste division of the public works department and/or his or her designees, shall issue a warning for any first occurrence where a load is found to consist of more than ten percent (10%) corrugated cardboard. Upon a second occurrence, the Director and/or his or her designees, shall impose a charge of forty eight dollars (\$48.00) per ton for loads that consist of more than ten percent (10%) corrugated

cardboard. This amount will be the entire tipping fee charged for such loads. For any third or subsequent occurrence, a charge of seventy two dollars (\$72.00) per ton shall be collected.

(d) The manager of the solid waste division of the public works department and/or his or her designees, shall be authorized to establish recycling centers throughout the county to accept corrugated cardboard and other recyclable materials.

(Ord. No. 024-95HR, § I, 5-2-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-28. Out-of-county waste banned from all county landfills.

(a) All solid and other wastes generated from outside the boundaries of the county are banned from being dumped in any county operated landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this ban; to inspect all loads designated for the county landfill(s) for any violations thereof; and to issue warrants according to law for any violations of this section.

(c) Any residential and/or small business solid waste collector found in violation of this section by the county council shall forfeit their contract with the county.

(d) The manager of the solid waste division of the public works department may seek an injunction to enforce the provisions of this section.

(e) Violations of this section shall be deemed to be a misdemeanor, and any shall subject the violator to a fine not exceeding one thousand dollars (\$1,000.00), imprisonment not exceeding thirty (30) days, or both.

(Ord. No. 045-95HR, § I, 6-6-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-29--12-40. Reserved.

ARTICLE III. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Editor's note--Nonamendatory Ord. No. 065-94, §§ III--VIII, adopted Sept. 6, 1994, has been included herein as a new Art. III, §§ 12-41--12-46, at the discretion of the editor.


Cross reference(s)--Hazardous materials, § 13-1 et seq.; zoning, Chapter 26.

Sec. 12-41. Federal, state and local law.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all federal and state rules and regulations, and all local zoning land use and other applicable local ordinances.

(Ord. No. 008-09HR, § I, 3-4-08)

Sections 12-42 – 12-47. Reserved.

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Appendix B – List of SC
DHEC Permitted or
Registered Solid Waste
Facilities Located in Richland
County

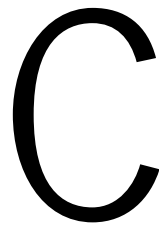


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SC DHEC Solid Waste Facilities List for Richland County (as of November 2019):

FACILITY_NAME	PERMIT_STA	MISCELLANEOUS	ONLINE_DATA	FACILITY_ID	GW_MON_REQD	FA_REQD	COUNTY
CORLEY CONSTRUCTION CDR	Active	Permit Required	C&D Debris Recyclers	CDR-00015	N	N	Richland
CAROLINA WRECKING CDR	Active	Registered	C&D Debris Recyclers	CDR-00023	N	N	Richland
CAROLINA CONCRETE & ASPHALT CDR	Active	Registered	C&D Debris Recyclers	CDR-00057	N	N	Richland
L&L Disposal LCD Landfill	Active	Commercial	Class 1 Landfill	402428-1701	N	Y	Richland
Sharpe's Contracting Services LLC	Active	Commercial	Class 1 Landfill	402479-1701	N	Y	Richland
RICHLAND CO	Active	Government	Class 2 Landfill	401001-1202	Y	N	Richland
CAROLINA GRADING	Active	Commercial	Class 2 Landfill	402446-1601	Y	Y	Richland
IP - EASTOVER	Active	Non-Commercial	Class 2 Landfill	403313-1601	Y	Y	Richland
RICHLAND	Active	Commercial	Class 3 Landfill	402401-1101	Y	Y	Richland
NORTHEAST	Active	Commercial	Class 3 Landfill	402434-1101	Y	Y	Richland
DOMINION - WATEREE STA	Active	Non-Commercial	Class 3 Landfill	403320-1601	Y	Y	Richland
City of Columbia Composting Facility	Active	Government	Composting - Type 1	401002-3001	N	N	Richland
Richland Co Composting and Wood Chipping	Active	Government	Composting - Type 1	401007-3001	N	N	Richland
Mitch Hook Wood Composting Site	Active	Commercial	Composting - Type 1	402696-3001	N	Y	Richland
L&L Disposal Wood Chipping	Active	Commercial	Composting - Type 1	COM-00212	N	Y	Richland
Corely Construction Wood Chipping Site	Active	Commercial	Composting - Type 1	COM-00214	N	Y	Richland
International Paper - Union Camp	Active		Land Application	163313-8001	N		Richland
Waste 2 Energy LLC	Active	Class 2	Solid Waste Processor	402901-2001	N	Y	Richland
Dilmar Fluid Services Used Oil Processing	Active		Used Oil Processor	402407-7101	N		Richland

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Appendix C – Richland
County Council Meeting
Minutes



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HDR Engineering, Inc. of the Carolinas
440 S Church Street, Suite 1000
Charlotte, NC 28202-2075
704.338.6700

hdrinc.com

South Carolina Certificate of Authorization No. 0318

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Richland County Council Request for Action

Subject:

Treasurer's Office - Federal Forestry Funds

Notes:

September 28, 2021 – The A&F Committee recommended 100% of the funds go to construction and repair of County roads, with special emphasis on roads near schools, followed by roads in the greatest need.



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:

100% (\$684,752.95) 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 Council Request for Action

Subject:

Coroner's Office - Professional Pathology Services

Notes:

September 28, 2021 – The A&F Committee recommended Council approve autopsy services to Professional Pathology Services (PPS) in the amount of \$700,000 for FY21/22.

**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
2. Draft contract



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:

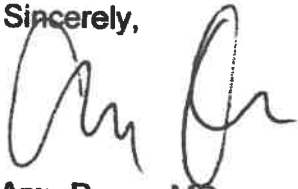
This letter is our statement of intent for PPS to continue to provide forensic autopsy services for the Richland County Coroner's Office for July 1, 2021-July 1, 2022 at the current cost of \$1500 per full autopsy and \$110 per external exam and/or medical record review. PPS will be the sole provider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

STATE OF SOUTH CAROLINA)
)
) AGREEMENT
COUNTY OF RICHLAND)

This agreement entered into this ___ day of _____, 2021, by and between Richland County (hereinafter referred to as "the County") and Professional Pathology Services (hereinafter referred to as "the Contractor"). This Agreement represents the full and complete agreement between the two parties.

WHEREAS, the County, by and through the Richland County Coroner's Office, desires to obtain the performance of autopsies and/or postmortem examinations in those cases requiring such procedures; and

WHEREAS, the Contractor has such expertise and knowledge to perform the needed services.

NOW, THEREFORE, the County and the Contractor agree as follows:

1. The Contractor shall provide only American Board of Pathology endorsed pathologists with additional board certification in forensic pathology to provide their own autopsy assistants and histology services.
2. The Contractor will perform autopsies daily and in a timely manner and Forensic Pathologists will be available by phone to consult with the County Coroner and Deputy Coroners as needed.
3. The Contractor shall provide expert court testimony and consultation, at no extra cost, with prosecuting and defense attorneys in Criminal Court cases regarding autopsies performed by the Contractor.
4. The County shall pay to the Contractor Fifteen Hundred (\$1,500.00) Dollars for each autopsy and One Hundred Ten (\$110) Dollars for each external exam and/or medical record review, upon presentation of its invoice for professional services rendered.
5. The County shall provide supplies, including personal protective equipment, autopsy equipment and basic office supplies as needed for the Pathologists to complete the County's forensic autopsies and exams.
6. All work performed by the Contractor shall be as an independent contractor, and under no circumstances shall the Contractor be considered an employee of the County.
7. This agreement shall be in full force and effect from _____, 2021 through June 30, 2022, at which time, upon the mutual agreement of both parties, said Agreement may be renewed for up to four (1) year terms.

INDEMNIFICATION Contractor shall indemnify and hold harmless the County, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent

performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of CONTRACTOR, its subcontractors and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

DRUG-FREE WORKPLACE ACT Contractor and County agree to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107 *Drug-Free Workplace Act*.

SOUTH CAROLINA LAW CLAUSE Contractor will comply with the statutes, regulation, codes, laws, jurisdiction and process of the courts of the State of South Carolina.

NON-APPROPRIATIONS This Agreement shall be subject to cancellation without damages or further obligations if funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

SUBCONTRACT Contractor shall not subcontract work hereunder without the prior written consent of the OWNER, and any such subcontract without prior written consent of the OWNER shall be null and void.

TERMINATION The OWNER shall have the right to terminate this agreement at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty – (30) calendar day’s written notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date. Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by OWNER.

COUNTY:

RICHLAND COUNTY

By: _____

Its: County Administrator

Attest: _____

CONTRACTOR:

PROFESSIONAL PATHOLOGY SERVICES

By: _____

Its: _____

Attest: _____

Richland County Council Request for Action

Subject:

Waverly Magistrate Lease Extension

Notes:

September 28, 2021 – The A&F Committee recommended Council approve renewing the lease for three (3) years for the property located at 2712 Middleburg Road, Columbia 29204 for use by the Waverly Magistrate.

**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

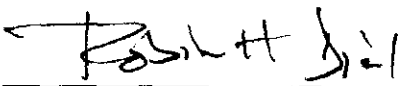
RE: Commencement Date of Lease for Suite 106, Middleburg Plaza

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 JW

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

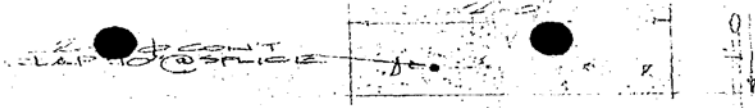
BY John H. Dial

TENANT: RICHLAND COUNTY

BY J. Keith King
155 E. Court St.

Please Initial: Landlord _____

Tenant JMK



NOTE:
SEE PAGE 22

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

Middlesburg Place
Suite 106 - Approximately 2,950 sq. ft.

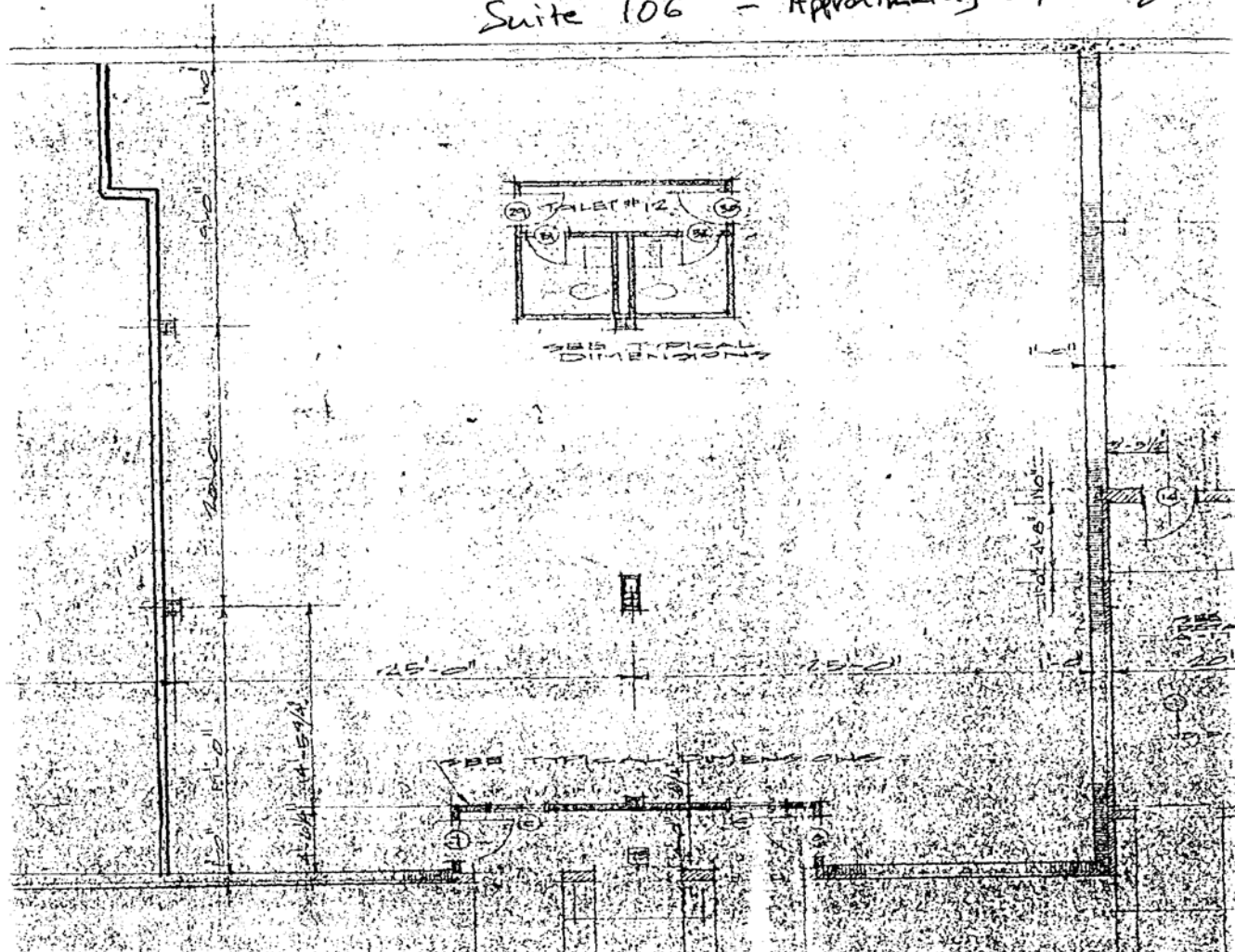


Exhibit "A"

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)

A G R E E M E N T

COUNTY OF RICHLAND)

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 NEARLY

RHD JMS

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

Richland County Council Request for Action

Subject:

Public Defender Lease Agreement

Notes:

September 28, 2021 – The A&F Committee recommended Council approve the request to extend the 2018 lease agreement for an additional three (3) years under the negotiated terms and conditions for the office space the Public Defender’s Office occupies at 1420 Henderson Street.



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 ____ day of _____, 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:

Richland County Council Request for Action

Subject:

Public Defender Positions

Notes:

September 28, 2021 – The A&F Committee recommended Council approve the creation of three (3) new positions.



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			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 Council Request for Action

Subject:

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

Notes:

September 28, 2021 – The A&F Committee recommended Council approve an 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.



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 Council Request for Action

Subject:

Alvin S. Glenn Detention Center – Award of Fire and Security Control Maintenance Contract

Notes:

September 28, 2021 – The A&F Committee recommended Council approve the award of the Fire and Security Control Maintenance Contract to Honeywell in the amount of \$362,947. 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).

**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 I3 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

Richland County Council Request for Action

Subject:

An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation

Notes:

September 28, 2021 – The A&F Committee recommended Council approve the Business License Ordinance Amendment to comply with SC Act 176 (Business License Standardization Act.)



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:

Richland County Council Request for Action

Subject:

Neighborhood Matching Grant Guidelines

Notes:

September 28, 2012 – The A&F Committee recommended Council approve staff's proposed changes to the Neighborhood Matching Grant guidelines.



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	\$	

Submitted By: _____

Title: _____

Date: _____

Please do not leave form blank.

*An income source includes any organization(s) or individual(s) that provided funds to an organization for a program or project

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: Email: NIP@richlandcountysc.gov Phone: (803) 576-2194 Fax: (803) 576-2182</p>	
<p>Mailing Address: Richland County Community Planning & Development Neighborhood Improvement Program P.O. Box 192 Columbia, SC, 29202</p>	<p>Physical Address: 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? <i>(Example - library resources, medical info, voter registration, etc.)</i></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 Council Request for Action

Subject:

21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PLANNED DEVELOPMENT DISTRICT (PDD) FOR THE REAL PROPERTY DESCRIBED AS TMS # R21800-01-06; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the land uses within the Planned Development District (PDD) for the real property described as TMS # R21800-01-06, as described in Exhibit A (which is attached hereto).

Section II. **PDD Site Development Requirements.** The following site development requirements shall apply to the subject parcel:

- a) The applicant shall comply with the “General Development - Bunch/Lower Richland PDD” and Master Plan (dated March 1, 2007) (Ordinance No. 057-07HR) prepared for George, Robert, Ansel, and William Bunch by K.B. Simmons Associates, LLC, which was submitted to, and is on file in, the Richland County Planning & Development Services Department (hereinafter referred to as “PDSD”), and the revised “Bunch Tract P.U.D. - March 2021” Master Plan prepared for Land Tech Holdings, LLC by Civil Engineering of Columbia, which is attached hereto as Exhibit A; and
- b) The developer shall install a 25’ vegetated buffer or berm along Rabbit Run Road and the Rabbit Run Connector. The buffer shall be located on a separately identifiable parcel of land and shall be deeded to the HOA for maintenance.
- c) The developer shall coordinate with SCDOT to permit and install a crosswalk on Rabbit Run Road to connect Alexander Point to the sidewalk on Rabbit Run Road.
- d) The developer shall install interior sidewalks within the community and extend the sidewalk to connect to the sidewalk adjacent to Rabbit Run Road
- e) The developer shall form, prepare, and record a declaration of covenants and restrictions (the “Declaration”) and incorporate an HOA that is empowered to monitor and enforce the architectural and landscaping design standards. The Declaration shall be recorded concurrently with the plat of the initial phase of development and shall govern development activity for all single family detached and single family attached development activities.
- f) The architectural design guidelines shall at a minimum:
 1. Require roof overhangs on all elevations
 2. Require sodded and irrigated front yards
 3. Require an attached garage for not less than one (1) vehicle
 4. Require garage door opener
- g) Overnight parking in the right-of-way is prohibited.

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

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

Section V. **Effective Date.** This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

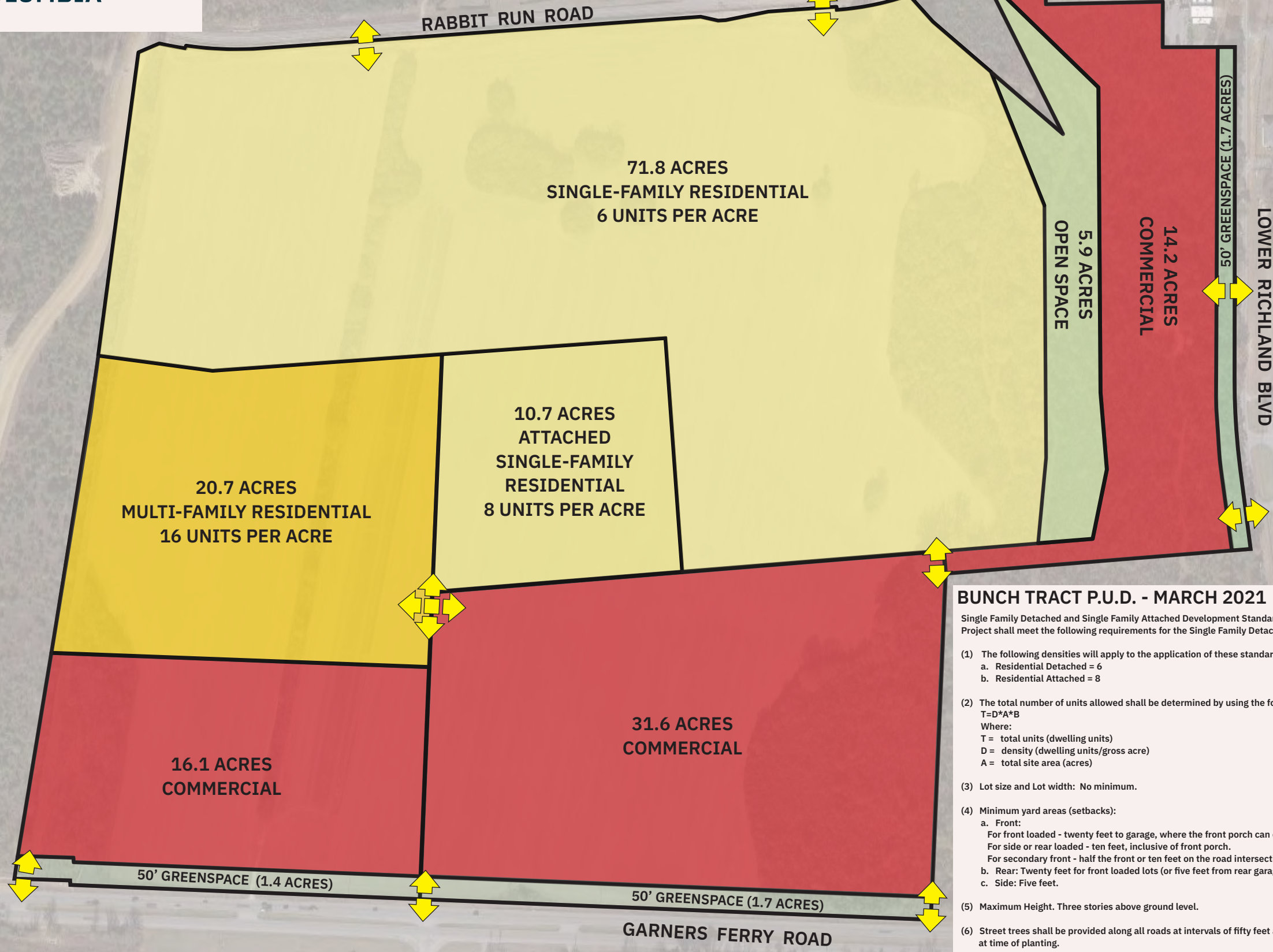
Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: August 24, 2021
First Reading: August 24, 2021
Second Reading: September 14, 2021
Third Reading: October 5, 2021



BUNCH TRACT P.U.D. - MARCH 2021

Single Family Detached and Single Family Attached Development Standards.
Project shall meet the following requirements for the Single Family Detached and Single Family Attached Land Uses:

- (1) The following densities will apply to the application of these standards:
 - a. Residential Detached = 6
 - b. Residential Attached = 8
- (2) The total number of units allowed shall be determined by using the following formula:
 $T = D * A * B$
 Where:
 T = total units (dwelling units)
 D = density (dwelling units/gross acre)
 A = total site area (acres)
- (3) Lot size and Lot width: No minimum.
- (4) Minimum yard areas (setbacks):
 - a. Front:
 For front loaded - twenty feet to garage, where the front porch can extend into setback no more than ten feet.
 For side or rear loaded - ten feet, inclusive of front porch.
 For secondary front - half the front or ten feet on the road intersecting the local residential road.
 - b. Rear: Twenty feet for front loaded lots (or five feet from rear garage on alley).
 - c. Side: Five feet.
- (5) Maximum Height. Three stories above ground level.
- (6) Street trees shall be provided along all roads at intervals of fifty feet and shall be 2 inch caliper/8 feet in height at time of planting.
- (7) Proposed utilities shall be located underground.
- (8) Roads shall follow the provisions of Section 26-181 of the Richland County Development Code.
- (9) Street Lighting. If street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).

Richland County Council Request for Action

Subject:

21-018MA
DR Horton
RU to RS-E (94 Acres)
Hard Scrabble Road
TMS #R14600-03-17(p)

Notes:

First Reading: June 22, 2021
Second Reading: September 21, 2021
Third Reading:
Public Hearing: June 22, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 14600-03-17 (PORTION) FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY ESTATE DISTRICT (RS-E); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 14600-03-17 (PORTION) from Rural district (RU) to Residential Single-Family Estate district (RS-E) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 22, 2021
First Reading: June 22, 2021
Second Reading: July 13, 2021
Third Reading: July 20, 2021

Richland County Council Request for Action

Subject:

Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related

Notes:

First Reading: April 20, 2021

Second Reading: August 31, 2021

Third Reading:

Public Hearing: October 5, 2021

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

**APPROVING THE LEASE AND SALE OF CERTAIN REAL PROPERTY
LOCATED IN AND OWNED BY RICHLAND COUNTY; AUTHORIZING
THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH
MAGNUS DEVELOPMENT PARTNERS, LLC AND OTHER MATTERS
RELATED THERETO**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to transact its real property;

WHEREAS, the County owns approximately 26 acres of real property located in the Northpoint Industrial Park as more particularly identified by TMS No. 14900-01-02 (“Property”) on which it desires to locate a speculative manufacturing and distribution building (“Spec Building”) for the purpose of attracting a company or enterprise which will make a capital investment in the County and provide employment for the citizens of the County;

WHEREAS, to assist the County in offsetting the cost of the designing and constructing the Spec Building, the County desires to partner with Magnus Development Partners, LLC (“Magnus”) by entering into a lease agreement (“Agreement”), the form of which is attached as Exhibit A, with Magnus pursuant to which Magnus will lease the Property from the County and finance and construct the Spec Building on the Property; and

WHEREAS, the Agreement further provides Magnus an option to purchase the Property from the County at any time and the obligation to purchase the Property on the leasing of the Spec Building to a company or enterprise which will conduct manufacturing or distribution operations in the Spec Building.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the lease and sale of the Property for the purpose of constructing the Spec Building is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Lease and Sale of Property. County Council approves the lease and sale of the Property by the County as more fully set forth in the Agreement and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the lease or sale of the Property as set forth in the Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the lease or sale of the Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County. The execution of the Agreement by any of the foregoing shall be conclusive evidence of approval of the final form of the Agreement.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further

instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 20, 2021
Second Reading: August 31, 2021
Public Hearing: October 5, 2021
Third Reading: October 5, 2021

EXHIBIT A
FORM OF AGREEMENT

COMMERCIAL GROUND LEASE AGREEMENT

This Commercial Ground Lease Agreement (“**Lease**”) is hereby effective as of the _____ day of _____, 2021 (“**Effective Date**”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a _____ (“**Landlord**”) and **MAGNUS DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company (“**Tenant**”).

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of land bearing the address of _____, Columbia, South Carolina, _____, consisting of approximately 26 acres of land, as further described on Exhibit A attached hereto (the “**Premises**”).

2. Terms and Options: This Lease is for an initial “**Term**” of twenty (20) years beginning on the Commencement Date and ending (the “**Expiration Date**”) on the last day of the month containing the 240th monthly anniversary of the Commencement Date. The “**Commencement Date**” is the date that is the earlier of (i) the expiration of the Construction Period (defined below), or (ii) the date which Tenant opens the Premises for business. Provided no Event of Default has occurred, Tenant may extend the Term for five (5) additional periods of five (5) years each (each, an “**Option Period**”). Each Option Period shall be deemed automatically exercised unless Tenant gives written notice to the contrary to Landlord not later than one hundred eighty (180) days before expiration of the then current Term. References to the Term shall include the initial Term and all Option Periods.

3. Base Rent: Beginning on the Commencement Date, Tenant shall pay to Landlord Base Rent in the amount of \$1.00 per year, with Base Rent for the full Term paid on or prior to the Effective Date. Base Rent shall be paid without demand, setoff or abatement, except as otherwise permitted under this Lease.

Each of the foregoing amounts of rent are to be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, except as otherwise provided in this Lease to the contrary. All such rent shall be paid to Landlord in legal tender of the United States.

4. Additional Rent: Tenant shall pay (i) real estate taxes for the Premises, if any, directly to the taxing authority prior to the date the same are delinquent, and (ii) utilities serving the Premises in accordance with Section 8. Landlord shall cooperate with Tenant to cause invoices for real estate taxes and utilities sent to Tenant directly. Tenant shall, at its expense, obtain the insurance described in Section 15. Tenant is not obligated to pay any charges under any instruments of record regarding the Premises unless such obligations are expressly set forth in this Lease.

This Lease shall be deemed a “triple net” lease. Tenant shall pay to Landlord, absolutely net throughout the Term, or pay to third parties directly as specified in this Lease, all taxes, charges, assessments, costs, impositions and expenses of any kind arising from, concerning, or relating to the Premises and/or the Tenant’s use or occupancy thereof, except as otherwise expressly provided to the contrary in this Lease.

5. **Premises Condition:** Tenant hereby accepts the Premises in its existing condition.

6. **Tenant's Work:** Tenant shall design and construct a 210,000 +/- square foot manufacturing/distribution building (expandable to 300,600 square feet) ("**Building**") on the Premises as further described and shown on Exhibit B (site plan), Exhibit C (elevations) and Exhibit D (abbreviated building outline specifications) at Tenant's sole cost and expense ("**Tenant's Work**"). Tenant's Work will be performed in accordance with applicable laws, ordinances, rules and regulations (collectively the "**Laws**").

7. **Permitted Use:** Tenant shall have the right to use the Premises for the operation of a manufacturing/distribution facility and for any other lawful use. Tenant shall at all times comply with all applicable Laws.

8. **Utilities:** Tenant shall pay, all the cost of all utilities serving the Premises including, but not limited to, heat, water, sewer, electric, gas, and garbage and waste pickup.

9. **Development Periods; Termination Rights:**

A. **Inspection Period:** Tenant shall have ninety (90) days after the Effective Date of this Lease (the "**Inspection Period**") to enter the Premises from time-to-time and conduct any and all tests and investigations with respect to the Premises that Tenant may desire, including architectural, engineering, surveys, soil boring and environmental tests and investigations to determine the feasibility of developing the site (collectively, "**Feasibility Studies**"). Landlord shall cooperate with Tenant and its agents in permitting access to the Premises to conduct the Feasibility Studies. Tenant shall have the right to terminate this Lease, for any or no reason, prior to the expiration of the Inspection Period by written notice to Landlord, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Tenant shall provide Landlord a copy of any and all tests conducted during the Inspection Period.

B. **Permitting Period:** Tenant shall have one hundred eighty (180) days after the expiration of the Inspection Period (the "**Permitting Period**") to diligently pursue and to acquire all necessary approvals and permits deemed necessary by Tenant without unusual or extraordinary expense for the development of the Premises for Tenant's intended purposes (collectively the "**Permits**"). Tenant shall submit the application for the land disturbance permit within thirty (30) days of the commencement of the Permitting Period and shall diligently pursue all Permits. The Permitting Period shall be deemed to expire, and the Construction Period shall commence, upon receipt by Tenant of all Permits. Landlord shall cooperate with Tenant and its agents in permitting access to the Premises, execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Permits. Landlord, at no cost to Landlord, shall support Tenant in obtaining for the benefit of the ultimate operator at the Premises any economic incentives available for the Premises including, but not limited to, a fee in lieu of taxes agreement to the extent Tenant presents a qualifying project based on the ultimate operator at the Premises. Tenant shall have the right to terminate this Lease due to Tenant's inability to obtain the necessary permits or approvals and/or rezoning of the Premises, if so required (without extraordinary expense), at any time prior to the expiration of the Permitting

Period, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder.

C. Construction Period: Tenant shall have twenty-four (24) months from the expiration of the Permitting Period (the “**Construction Period**”) to construct all improvements necessary for Tenant’s contemplated operations at the Premises and complete all Tenant’s Work, at Tenant’s sole cost. Failure to complete all Tenant’s Work prior to the end of the Construction Period shall constitute an Event of Default. Notwithstanding anything to the contrary contained herein, if Tenant determines (in Tenant’s reasonable discretion) during the initial eighteen (18) months of the Construction Period that economic conditions/factors such as development and construction pricing and market leasing conditions are not favorable for proceeding with development of Tenant’s project, and Tenant has not otherwise commenced construction of the Premises, then Tenant may terminate this lease by providing written notice of such termination to Landlord no later than the last day of the eighteenth (18th) month of the Construction Period, and upon termination, this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Once Tenant has commenced construction, the termination right set forth in this section shall be null and void.

D. Landlord Right of Termination: At any point prior to the commencement of construction by Tenant, and subject to satisfaction of the Landlord Termination Conditions (as defined below), Landlord may terminate this Lease by providing written notice to Tenant of such termination. Upon termination by Landlord, Landlord shall pay to Tenant the Landlord Termination Fee (as defined below). Upon payment of the Landlord Termination Fee, Tenant shall deliver to Landlord all work product for which Tenant is reimbursed by payment of the Landlord Termination Fee, including without limitation reports, studies, investigations, plans and specifications. Notwithstanding anything to the contrary contained herein, Landlord’s right to terminate shall be suspended during the term of any letter of intent, contract or lease for either a sale of the Premises or lease of the Premises that would trigger Tenant’s purchase option under Section 26 below, executed by Tenant and Tenant’s interested party, and such right to terminate shall be void upon Landlord’s receipt of written notice from Tenant that Tenant intends to proceed with commencement of construction.

“**Landlord Termination Conditions**” shall mean the following: (i) Landlord has agreed to terms with a third-party manufacturer (the “**Operator**”) on terms under which such Operator will acquire title to the Premises and construct a facility in which Operator will conduct manufacturing operations (the “**Project**”), (ii) following construction of the Project, the Operator will continue to own fee simple title to the Premises, (iii) the Operator has advised Landlord that the Project has unique, special purpose aspects that make it desirable for the Operator to own the Premises during, and oversee, construction, and (iv) following completion of the Project, the Operator will have invested not less than \$50,000,000 at the Premises.

“**Landlord Termination Fee**” - In the event Termination occurs either before or within ninety days from receipt of Tenant’s building permit, Tenant shall be reimbursed for all out of pocket expenses evidenced by paid invoices submitted by Tenant (up to, but not exceeding, the Tenant Expense Reimbursement Cap) plus a \$50,000 termination fee. In the event Termination occurs after ninety days of receipt of Tenant’s building permit, Tenant shall be reimbursed for all

out of pocket expenses evidenced by paid invoices submitted by Tenant (up to, but not exceeding, the Tenant Expense Reimbursement Cap) plus a \$100,000 termination fee.

“**Tenant Expense Reimbursement Cap**” shall in no event exceed \$200,000, such number being based on Tenant’s estimates that it may spend up to \$80,000 in engineering costs and up to \$180,000 for plans and specifications.

10. Landlord’s Representations:

A. Access. Landlord expressly warrants that the Premises has direct access to public streets.

B. Intentionally Deleted.

11. Documentation: Not later than five (5) business days after the Effective Date, Landlord shall provide Tenant with a copy of all documents within Landlord’s possession (or reasonably attainable by Landlord) regarding the Premises, including copies of Landlord’s title (or title policy), any existing surveys, environmental studies, encumbrances, etc. including, without limitation, a copy of any existing or pending exclusive or restrictive use provisions that now or hereafter shall burden the Premises.

12. Maintenance: Tenant, at its sole cost, shall be responsible for all repairs, replacement, and maintenance of the Building and Premises, including but not limited to the roof, foundation, and structural integrity of the Building and improvements on the Premises, all sewer and water lines serving the Premises, in good working condition and in a clean and litter-free appearance at all times. Landlord shall have no responsibility to repair the Premises.

13. Environmental: Tenant shall be responsible for, and indemnify Landlord against, any environmental incidents or discharges at the Premises first occurring during the Term of this Lease, including any resulting from Tenant’s use of the Premises or the acts or omissions of Tenant’s agents, employees or invitees. This indemnification precedes, is concurrent with, and survives the expiration or termination of this Lease in all respects. Tenant shall promptly report to Landlord and any applicable authorities any reportable environmental incidents or discharges at the Premises. During the Inspection Period, Tenant may perform a Phase I and/or II Environmental Audit using Tenant’s selected firm. Tenant shall have no responsibility for hazardous materials or environmental issues located within the Premises prior to the Effective Date, or which were subsequently brought thereon by Landlord or any other tenant of Landlord (if any), or either party’s employees, agents or contractors.

Landlord hereby represents to Tenant that, to the best of Landlord’s knowledge, without duty of investigation:

A. No investigation, review, compliance order or penalty notice has been issued and/or is pending or threatened by any governmental authority or other person with respect to the presence of hazardous material contamination on the Premises or the alleged failure of the Landlord to comply with any governmental requirement.

B. There are no environmental liens on the Premises and no government actions have been taken or are in process that could subject the Premises to such liens, and the Landlord would not be required to place any notice or restriction related to the presence of hazardous materials on the Premises in any deed or public record.

C. There are no underground storage tanks on or under the Premises and the Premises is not under any current or planned environmental remediation process.

D. There are no existing conditions which may create an environmental liability.

To the extent permitted by applicable law, Landlord shall reimburse Tenant for all actually-incurred costs and expenses directly or indirectly related to: (a) a violation of or responsibility under environmental laws except that if such claims first occur during the Term of this Lease or are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a hazardous substance on the Premises; or (b) a breach of any Landlord representation or covenant or agreement contained in this Article.

14. Signage: Upon obtaining all necessary licenses and permits, Tenant may place signage and/or decorations on and within the Premises. Tenant will be responsible for their condition and upkeep. All signage at all times shall comply with all applicable laws, ordinances, rules and regulations.

15. Insurance: As set forth below, and continuing thereafter, Tenant shall maintain at its own cost,

A. General Liability Insurance: Beginning on the Effective Date, Commercial general liability insurance against claims for property damage and personal injury or death occurring on the Premises. Such insurance shall name Landlord as an additional insured and shall be maintained in the minimum amount of \$1,000,000 per occurrence, bodily injury and property damage combined single limit, and a general aggregate limit of not less than \$2,000,000.00.

B. Property Insurance: Beginning on the first day of the Construction Period, Commercially common "Special Form" policy property insurance covering (i) all buildings, facilities, improvements and other constructions forming part of the Premises or located thereon, and (ii) all of Tenant's furniture, fixtures, equipment, inventory and all other personal property located in, upon, or about the Premises, or used in the conduct of Tenant's business in, upon, or about the Premises. All limits of liability shall be ninety percent (90%) of replacement cost. All proceeds of Tenant's property insurance shall be Tenant's property.

Tenant shall deliver to Landlord a Certificate of Insurance, certifying such insurance coverage and all renewals thereof.

All insurance policies required to be carried by Tenant as provided in this Section 15 shall be issued by insurance companies which have an A- or better rating by Best's Insurance Rating Service and are authorized and licensed to do business in the State of South Carolina. All such

policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder (ten (10) days for non-payment of premium).

16. Indemnity and Limitation of Landlord Liability: Tenant shall defend (with counsel reasonably approved by Landlord), indemnify and hold harmless Landlord and its members, managers, employees, officers, successors and assigns (collectively, the “**Indemnitees**”) from and against any and all claims, demands, causes of action, liability, damages, penalties, judgments, costs and expenses, including without limitation, attorney’s fees, costs and expenses suffered or incurred by any Indemnitees or made or asserted against any Indemnitees, and arising from damage to property or injury, or death of any person, sustained in, on, about or around the Premises resulting from, arising out of or in connection with: (i) Tenant’s possession, use, occupancy, management, repair, maintenance or control of the Premises or any portion thereof; (ii) inspection, permitting, construction, destruction, alteration, renovation, or replacement of any and all buildings and improvements on the Premises at any time during the Term; and (iii) any act or omission of Tenant, its officers, agents, employees, licensees, contractors, customers, licensees, or invitees. This indemnity shall survive termination of this Lease.

Except for the negligence or misconduct of Landlord, its agents, employees and contractors, Landlord shall not be responsible or liable for any damage or injury to the improvements or personal property of Tenant. Tenant hereby assumes responsibility for the condition of the Premises, including any and all buildings and improvements to be constructed thereon. To the extent permitted by applicable law, Landlord shall reimburse Tenant and its members, managers, employees, officers, successors and assigns, for all actually-incurred costs and expenses resulting from any and all claims, causes of action, liability, damage, expenses, penalties, judgments, costs and expenses suffered or incurred by Tenant or made or asserted against Tenant, and arising from damage to property or injury or death of any person on the Premises arising out of the negligence or misconduct of Landlord, its agents, employees and contractors.

17. Assignment and Subletting: Except as provided herein, Tenant shall not assign this Lease or sublet all or any portion of the Premises, without Landlord’s prior written consent, not to be unreasonably withheld, conditioned or delayed. No such assignment or subletting hereunder shall release Tenant of its obligations under this Lease.

18. Defaults:

A. Tenant Default: An “**Event of Default**” shall occur if Tenant shall fail to (a) pay any Rent or Additional Rent provided for under this Lease (including without limitation taxes, insurance and utilities) on the day when the same shall become due and payable hereunder, and such default continues for ten (10) days after Tenant receives written notice; (b) comply with any of the other obligations of this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion; (c) file in any court, pursuant

to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within sixty (60) days following the commencement thereof; or (d) have its leasehold interest in the Premises or property therein seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

Following the occurrence of an Event of Default, Landlord shall have the right, at Landlord's option, to:

- (i) terminate this Lease and all rights of Tenant under this Lease; and
- (ii) re-let the Premises on such terms as Landlord shall deem reasonable and Tenant shall reimburse Landlord for all expenses of re-letting.

The foregoing provisions are without prejudice to any other rights otherwise available at law or in equity under applicable law, except as may be expressly provided to the contrary in this Lease.

Should Landlord terminate this Lease as provided in this article, Landlord may enter the Premises and remove all persons, or personal property, and dispose of all personal property, without liability therefor or compensation therefor.

Any provision of this Lease to the contrary notwithstanding, neither party hereunder shall be permitted to recover from the other, punitive, speculative, lost profits (for the purposes of this Section 18 (A), "lost profits" shall not include Rent and Additional Rent) or similar consequential damages as a result of the other party's violation of its obligations under this Lease.

B. Landlord Default: If Landlord shall fail to perform any Landlord obligation under this Lease, and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then, if Landlord has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecuted the same to completion), Tenant shall have the right, at Tenant's option, to terminate this Lease. Tenant shall also be entitled at its election, to exercise concurrently or successively, any and all remedies otherwise provided in this Lease including the right of self-help, set-off and compensation, and any other rights otherwise available at law or in equity under applicable law.

19. Condemnation: If the whole or any part of the Premises (including parking area) shall be taken or condemned by any authority (eminent domain) for any public use or purpose during the Term of this Lease, Tenant reserves unto itself the right to prosecute its claim against the condemning authority for any award upon its leasehold interest, loss of business, alterations, and improvements constructed by Tenant for such taking, without impairing any rights of the Landlord for the taking of or injury to the Premises. Landlord shall be entitled to all proceeds awarded for the land that comprises the Premises for loss of rents, and any other related damages or award.

If the whole or any part of the Premises shall be taken, condemned or blocked from the existing public streets, and the part so taken includes the building or improvements, or any part thereof, or the part so taken includes any part of the Premises in excess of twenty five percent (25%), then in any such event, Tenant may at any time thereafter elect to terminate this Lease, with Tenant liable in such event only for rents accrued to the date of surrender of said Premises to Landlord, or Tenant may continue this Lease with the rent decreasing proportionately as to the percentage of the Premises taken. If, as a result of the condemnation (and failure of Tenant to terminate this Lease) repair work is required at the Premises and Tenant is unable to operate, rent shall abate for a maximum of ninety (90) days for completion of such repair work.

20. Casualty: If, at any time during the Term, the buildings or improvements located on the Premises shall be destroyed or damaged by fire or other casualty, then, Tenant at its own cost, shall cause the same to be repaired, replaced or rebuilt in accordance with the standards and quality of Tenant's initial improvements, within a reasonable period of time taking into account all prevailing circumstances. Notwithstanding the foregoing, if the building and improvements on the Premises have been damaged or destroyed to an extent greater than fifty percent (50%) of their then current fair market value, and there is less than three (3) years remaining on the then current Term, Tenant shall have the right to elect not to repair or replace the buildings and terminate this Lease. If Tenant terminates this Lease hereunder, Tenant shall assign all insurance proceeds pertaining to the buildings to Landlord including any amounts for deductibles. All other insurance proceeds, including those for Tenant's signs, furniture, fixtures, equipment, inventory and other personal property are Tenant's property. Nothing contained herein shall relieve Tenant of its obligations under this Section 20 if the destruction or damage is not covered, either in whole or in part, by insurance.

21. Title Representations: Landlord hereby represents and warrants to Tenant the following: (i) Landlord has good and marketable title to the Premises, (ii) Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not have good and marketable title to the Premises, and (iii) the Premises is not encumbered by a lien or other privilege which has priority over this Lease other than those encumbrances and encroachments of record or to be placed of record upon the Closing.

Landlord shall not allow, create or suffer any tax lien, levies or privileges, or other encumbrance against the Premises pursuant to any local, state or federal law, which would have priority over the leasehold estate created by this Lease or adversely affect the rights of Tenant hereunder. Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not own and have good and marketable title to the Premises.

Provided no Event of Default has occurred, Tenant shall have the quiet possession of the Premises for the entire Term hereof, without disturbance by Landlord, or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease.

22. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent by (i) email (provided that a hard copy referencing the date of email transmission is sent the same day by one of the other methods of delivery set forth below), (ii) United States Postal Service (either Certified or Registered) or nationally recognized overnight mail services, addressed as follows:

To Landlord: Magnus Development Partners, LLC
719 Holly Street, Ste. A
Columbia, SC 29205
Tel.: (803) 256.5055
Email: bill@magnusdevelopment.com

To Tenant: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Tel.: 803.576.2054
Email: _____

Richland County, South Carolina
Economic Development Office
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Attn: Jeff Ruble
Tel.: 803.576.2043
Email: RUBLE.JEFF@richlandcountysc.gov

All notices shall be deemed given when received or rejected, provided however, automated rejection of an e-mail shall not be deemed rejection of notice.

23. Surrender: At the expiration or earlier termination of this Lease, Tenant shall peacefully surrender possession of the Premises, together with all buildings and improvements thereon in good and clean condition without compensation therefor. Tenant shall remove Tenant's furniture, trade fixtures, equipment, inventory and signage prior to the termination of this Lease or any exercised Option Period, and shall repair any damage incurred or resulting from the removal of any of Tenant's furniture, trade fixtures, equipment, inventory and signage.

If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term (or Option Period) or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the rent payable under this Lease by such tenant at sufferance shall be one hundred fifty percent

(150%) of the base rental rate in effect immediately prior to the expiration of the Term (or Option Period) or earlier termination of this Lease and one hundred percent (100%) of all additional regularly scheduled charges. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

24. Force Majeure: Other than the payment of rent, Landlord and Tenant, shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond either party's control which shall include, without limitation, civil commotion, war, rebellion, military or usurped power, governmental regulations, pandemic, epidemic, disease, or other public health emergencies along with collateral effects and consequences thereof, fire, flood, or other casualties, or through acts of God. Force Majeure shall not excuse any monetary obligation of either party.

25. Brokers: Landlord and Tenant represent and warrant each to the other that they have not dealt with any brokers in connection with this Lease. Either party guilty of a breach of this representation and warranty shall, to the extent permitted by applicable law, reimburse the other party for any actually-incurred costs in connection with claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty.

26. Tenant's Obligation to Purchase: During the term of this Lease, Tenant shall purchase the Premises from Landlord upon the leasing (and commencement of rent) of the Building (or any portion thereof) by a credit tenant. Tenant covenants and agrees not to lease any portion of the Premises to a party other than a credit tenant. The purchase price for the Premises shall be \$300,000.00, unless otherwise waived by the Landlord. Closing of the purchase of the Premises shall take place within ninety (90) days of such leasing and rent commencement in accordance with mutually-acceptable terms and conditions of such a transaction.

Notwithstanding anything to the contrary contained herein, at any point during the term of the Lease, Tenant, at Tenant's sole election, may purchase the Premises from the Landlord for the amount of \$300,000.00. Closing of the purchase of the Premises shall take place within ninety (90) days of delivery of Tenant's notice to Landlord of Tenant's election to purchase the Premises. Closing shall take place in accordance with mutually-acceptable terms and conditions of such a transaction.

In the event the purchase of the Premises by Tenant triggers the return of the South Carolina Department of Commerce ("SCDOC") site enhancement grant ("Site Grant"), then Tenant, within sixty (60) days after the closing of the purchase of the Premises, shall pay Landlord an additional amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

In the event the Tenant leases the Building (or any portion thereof) to a tenant(s) which triggers the return of the SCDOC Site Grant, then Tenant, within thirty (30) business days of receipt of a request from Landlord, shall remit payment to Landlord in the amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

27. Dispute Resolution: Landlord and Tenant agree that for the adjudication of any controversy, dispute, or claim arising from this Lease, jurisdiction and venue are proper in, and

such matter shall exclusively be resolved in, state court in Richland County, South Carolina. THE PARTIES TO THIS LEASE HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY TO RESOLVE ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF THE LEASE OR BREACH OR ALLEGED BREACH OF THE LEASE.

28. Recording: Both Landlord and Tenant agree not to record this Lease. Upon request of either party, both parties shall execute and deliver a memorandum or “short form” of Lease in recordable form to be recorded at the requesting party’s expense.

29. No Liens: Tenant shall not allow any lien with respect to work performed at, or materials supplied to, the Premises by or on Tenant’s behalf, including any materialmen’s, supplier’s, or mechanic’s lien, charge or order for the payment of money to be filed against the Premises. If, because of any act or omission of Tenant, any mechanics or similar lien shall be filed against Landlord or the Premises, Tenant shall, at Tenant’s expense, cause the same to be discharged of record or bonded within thirty (30) days after receipt of written notice from Landlord of the filing thereof; and Tenant shall indemnify and hold harmless Landlord against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney’s fees, costs and expenses.

30. Subordination: Landlord represents as of the date hereof, there is no mortgage or deed of trust presently encumbering the Premises. This Lease shall be subordinate to future mortgage or deed of trust entered after the date hereof on the condition that contemporaneous with the execution of such mortgage, Landlord shall obtain from the mortgagee a subordination, non-disturbance and attornment agreement in the mortgagee’s customary form (which shall be reasonably acceptable to Tenant), stating that Tenant’s possession of the Premises and rights under this Lease shall not be disturbed as long as no Event of Default has occurred and Tenant, within twenty (20) days of receipt of such Non-Disturbance Agreement shall execute and return such agreement to Landlord.

31. Landlord Access: Upon reasonable notice to Tenant, Landlord may inspect the Premises, including any buildings and improvements thereon, and permit potential lenders and purchasers to do so as well. Solely during the last six (6) months of the Term, upon reasonable notice to Tenant, Landlord may permit potential tenants to inspect the Premises. All such inspections and access of the Premises shall be at reasonable hours, and shall not unreasonably interfere with Tenant’s use of the Premises. Landlord may place customary “For Sale”, signs on the Premises at any time during the Term, and the customary “For Lease” signs on the Premises during the last six (6) months of the Term. Any such signs shall be located contiguous to adjoining lots of record property lines, and shall not imply or indicate that Tenant’s business is for sale or lease, or that Tenant is going out of business.

32. Estoppel Certificate: Either party shall, at any time upon ten (10) days prior written notice from the other, execute, acknowledge and deliver, a statement in writing certifying (i) that this Lease is in full force and effect, (ii) the date to which any rent and other charges, if any, have been paid in advance, (iii) that there are not, to the certifying party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults, if any are claimed and (iv) any other representations or certifications reasonably requested.

33. Tenant Financing:

A. Tenant shall have the right to pledge any of Tenant's equipment, inventory or other personal property, in connection with Tenant's financing. Landlord hereby waives any and all rights, statutory or otherwise, that it may have to a landlord's lien on Tenant's personal property, including Tenant's inventory, trade fixtures, and removable equipment and fixtures located within the Premises. Landlord agrees to execute, upon request, a confirmation of such waiver in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

B. Tenant shall have the right to mortgage its leasehold interest in the Premises ("**Leasehold Mortgage**") subject to any such Leasehold Mortgage being at all times subordinate to the fee interest of Landlord in the Premises, as well as the interests of any mortgagee to whom Landlord has granted or subsequently grants a mortgage and Tenant agrees to cause its leasehold mortgagee ("**Leasehold Mortgage**") to execute any documents required by Landlord or Landlord's mortgagee(s) to memorialize subordination of any leasehold mortgages.

Tenant shall furnish Landlord with a true and complete copy of each Leasehold Mortgage and a current notice address for the Leasehold Mortgagee. If any (prospective) Leasehold Mortgagee shall require any reasonable modification(s) of this Lease (including cure rights, rights to obtain a new lease, and other customary mortgagee protections), then Landlord shall, at Tenant's reasonable request and sole cost and expense, execute and deliver to Tenant such reasonable instruments in recordable form effecting such modification(s) as such (prospective) Leasehold Mortgagee reasonably requires, provided Landlord determines, in its reasonable discretion, that they do not materially adversely affect Landlord's rights or increase Landlord's obligations hereunder.

Notice of Default Served on Leasehold Mortgagees.

(a) No notice of default required by this Lease shall be valid, binding, or effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease for effective notice, at the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

(b) If there is a Monetary Default, then Landlord shall not exercise any of the rights and remedies provided herein unless the Monetary Default shall have continued for at least thirty (30) days after notice in writing to all Leasehold Mortgagees.

(c) If there is a curable Non-Monetary Default ("Curable Non-Monetary Default"), then Landlord shall not exercise any of the rights and remedies provided herein unless the Curable Non-Monetary Default shall have continued for at least sixty (60) days after notice in writing to all Leasehold Mortgagees. However, if it is not reasonably possible to cure the default within sixty (60) days, then the time period for curing the Curable Non-Monetary Default shall be extended, provided, however, that the default cure shall have been commenced and shall be continuing as expeditiously as reasonably practicable by actions undertaken continuously, diligently and in good faith.

(d) If there is a noncurable default (“Noncurable Default”), Landlord shall not exercise any of the termination rights or remedies provided in this Lease, or any termination remedies provided by law, if within sixty (60) days after notice in writing of such Noncurable Default, a Leasehold Mortgagee notifies Landlord it has commenced the foreclosure of its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously prosecutes to completion such foreclosure proceedings and sale of Tenant’s leasehold interest in the Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure.

Landlord agrees that in the event of the termination of this Lease by reason of any default by Tenant, and if Landlord has, prior to such termination, been given written notice of the name and address of such Leasehold Mortgagee, Landlord will enter into a new lease of the Premises with any permitted Leasehold Mortgagee or its nominee for the remainder of the term of this Lease, effective as of the date of such termination, at the rent and upon the terms, options, provisions, covenants and agreements as contained in this Lease, including without limitation the obligation to complete the Tenant’s Work prior to the end of the Construction Period to the extent not already completed, provided:

(1) Such Leasehold Mortgagee shall make written request upon Landlord for such new lease prior to or within ten (10) days after the date of such termination and such written request is accompanied by payment to Landlord of all sums then due to Landlord hereunder and any other defaults if any, are cured; and

(2) Such Leasehold Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease any and all sums which would at that time be due hereunder but for such termination, together with any expenses, including reasonable attorneys' fees, incurred by Landlord as a result of such termination, as well as in the preparation, execution and delivery of such new lease.

No Leasehold Mortgagee shall become liable under the agreements, terms, covenants or conditions of this Lease unless and until it becomes the lessee of the leasehold estate. Any assignment of the entire interest in this Lease by any owner of the leasehold estate whose interest shall have been acquired directly by, through or under any leasehold mortgage or from any holder thereof, shall be subject to the terms and conditions herein, except that the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption satisfactory to Landlord wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease contained on Tenant's part to be performed and observed, it being the intention of the parties that once the Leasehold Mortgagee or its nominee shall succeed to Tenant's interest hereunder, any and all subsequent assignments (whether by such Leasehold Mortgagee, its nominee, or any purchaser at a foreclosure sale or other transferee or assignee from Leasehold Mortgagee or its nominee) shall upon the aforesaid assumption and agreement by the assignee, effect a release of the assignor's liability hereunder.

All of the provisions contained in this Lease with respect to leasehold mortgages and the rights of Leasehold Mortgagees shall survive the termination of this Lease for such period of time as shall

be necessary to effectuate the rights granted to all Leasehold Mortgagees by the provisions of this Lease. Landlord agrees to execute, upon request, a confirmation of the rights of the parties as provided in this Section 33 in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

Nothing herein contained shall require any Leasehold Mortgagee or its nominee to cure any default by Tenant hereunder.

34. Costs and Attorney Fees: If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Either party shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against the other, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

35. Severability: If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

36. Entire Agreement: This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same. Landlord and Tenant each hereby waives, as a material part of the consideration hereof, all claims against the other for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

37. Time: Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

38. Miscellaneous: This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original. Facsimile or scanned and e-mailed execution copies will be binding on the parties as if they were original signatures. The executed counterparts together shall be considered an original and shall be binding on the parties. The parties will cooperate in exchanging original (non-facsimile) signature pages with each other.

39. Sale Price: Tenant agrees that any sale price of the Property to a third party shall not exceed the greater of (i) appraised value or (ii) total actual project development cost, plus ten percent (10%).

[SIGNATURES FOLLOW]

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

WITNESSES: (Tenant)

Name: _____

Name: _____

TENANT:

MAGNUS DEVELOPMENT PARTNERS,
LLC, a South Carolina limited liability
company

By: _____
Its: _____

Date: _____

WITNESSES: (Landlord)

Name: _____

Name: _____

LANDLORD:

RICHLAND COUNTY, SOUTH
CAROLINA, a _____

By: _____
Its: _____

Date: _____

Exhibit A

Legal Description of Premises

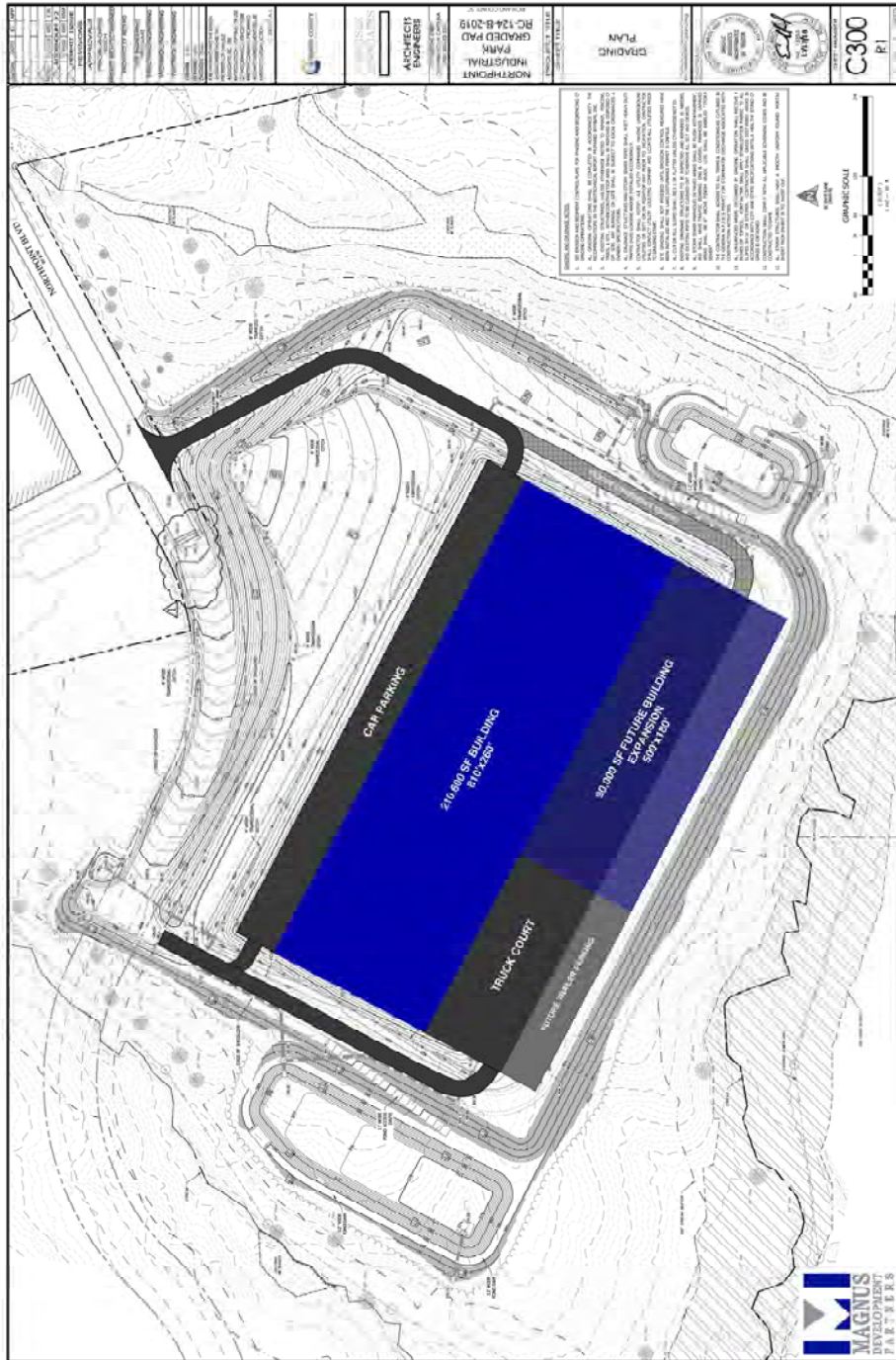


Exhibit C

Elevations

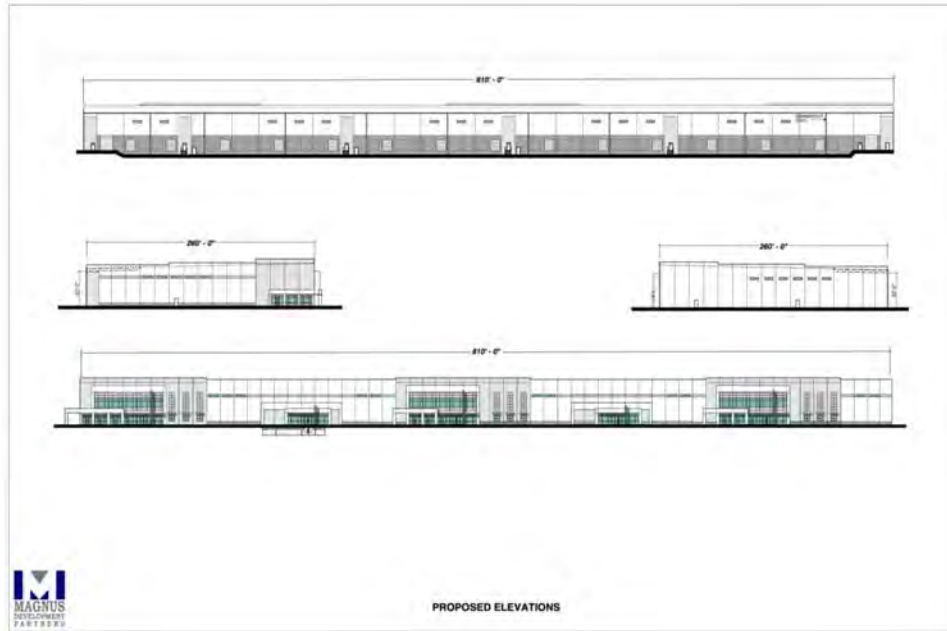


Exhibit D

Abbreviated building outline specifications

General Building Specifications

Building Size: 210,600 SF
Building Dimensions: 260' X 810'
Construction: Tilt concrete panel
Clear Height: 30' clear height
Typical Bay Spacing: 50' x 54' with a 60' speed bay
Car Parking: Per code or variance as needed

Truck Court

Truck Loading Dock: 130' Deep Asphalt Truck Court
Truck Dolly Pad: 8" Concrete Dolly Pads at Dock Positions
Truck Doors: 13 (9' x 10') Dock High Doors (one per bay)
Drive-in Doors: 2 (12' x 14') Drive-in Doors

Equipment

7' x 8' 30,000 lb. Capacity Mechanical Dock Levelers at all Truck Doors

Floors

6" Non-Reinforced Sealed Concrete
Rack Loading up to 6,000 lb. Point Loading on 3" x 4" Base Plate
Sealed with Penetrating Hardener
Epoxy Joint Filler

Walls

Tilt-up concrete wall panels
Exposed vinyl faced insulation at interior of perimeter walls

Roof

45 mil mechanically fastened TPO roof
Gutters and Down Spouts

Fire Protection

ESFR Fire Suppression System

Water & Sewer

Sanitary Sewer Lines: 30' from the Inside Face of the Front of the Bldg.
Domestic Water Line: From the Pump Room to the Bottom Side of the Bar Joists

Electrical, Lighting, Heating

Electrical: 2,000 Amp Service, 480/277v 3-Phase with capability to expand to 10,000
Lighting: LED Light Fixtures
Ventilation: 1 Air Change per hour
Heating: Unit Heaters for freeze protection of the ESFR system only

Construction Schedule

Upon construction commencement, allow thirty (30) weeks to achieve substantial completion from receipt of all permits for construction and closing on the construction loan.

Richland County Council Request for Action

Subject:

An Ordinance authorizing the levying of ad valorem property taxes which together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2021 will provide sufficient revenues for the operation of Richland County Government during the period from July 1, 2021 through June 30, 2022

Notes:

First Reading: May 4, 2021
Second Reading: May 27, 2021
Third Reading:
Public Hearing: May 20, 2021

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. -08HR**

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2021, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2021, THROUGH JUNE 30, 2022.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2021 to June 30, 2022, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed Fifty Nine and Nine tenths (59.9) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2021 to June 30, 2022, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	10.0
Solid Waste - Landfill	3.4
Capital Replacement	3.5
Library	16.0
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	0.5
Neighborhood Redevelopment	0.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2021 to June 30, 2022, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service - Operations	22.7
Fire Service - Debt Service	.5
School District One - Operations	266.5
School District One - Debt Service	64.0
School District Two - Operations	331.7

School District Two - Debt Service	104.0
Recreation Commission - Operations	12.5
Recreation Commission - Debt Service	2.5
Midlands Technical College – Operations	3.7
Midlands Technical College - Capital & Debt Service	2.0
Riverbanks Zoo - Debt Service	0.8
Stormwater Management	3.4
East Richland Public Service District - Debt Service	4.0

SECTION 4. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Separability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective.

RICHLAND COUNTY COUNCIL

BY: Paul Livingston, Chair

FIRST READING: May 4, 2021
PUBLIC HEARING: May 20, 2021
SECOND READING: May 27, 2021
PUBLIC MEETING: June 3, 2021
THIRD READING: October 5, 2021



Paul Brawley

Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEY@RCGOV.US

September 29, 2021

The Honorable Paul Livingston
Chairman
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Chairman Livingston:

I am transmitting to you and members of Council the calculated millage rates for 2021.

I have attached to this transmittal a proposed 2021 Millage Schedule for Council's approval. I have also included an impact of the proposed millage rates on an owner-occupied \$100K real property, a non-owner occupied \$100K real property, and on a \$20K automobile by tax district.

I look forward to answering any questions you and the Council members may have on or before October 5, 2021.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley
Richland County Auditor

cc: County Administrator
Finance Director
Budget Director
Clerk of Council

enclosures

**RICHLAND COUNTY
2021 MILLAGE SCHEDULE**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	1AL	1CC	1CY	1ER	1FA	1TE	1LR 1UR	2AL	2CC	2DP 2SH	2ER	2FA	2TB	2WL	6CC	6TI	6UD
School Operating	266.5	266.5	266.5	266.5	266.5	266.5	266.5	331.7	331.7	331.7	331.7	331.7	331.7	331.7	246.1	246.1	246.1
School Bonds	64.0	64.0	64.0	64.0	64.0	64.0	64.0	104.0	104.0	104.0	104.0	104.0	104.0	104.0	69.5	69.5	69.5
Recreation Commission	12.5	-	12.5	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5
Recreation Bonds	2.5	-	2.5	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5
Midlands Technical College	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Riverbanks Zoo Bonds	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8
East Richland PSD Bonds	4.0	-	-	4.0	4.0	-	-	4.0	-	-	4.0	4.0	-	4.0	-	-	-
Stormwater Management	3.4	-	-	3.4	3.4	-	3.4	3.4	-	3.4	3.4	3.4	-	3.4	-	-	3.4
Fire Service Operating	22.7	22.7	-	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7
Fire Service Bonds	-	-	-	0.5	0.5	0.5	0.5	-	-	0.5	0.5	0.5	0.5	0.5	-	-	0.5
Windsor Lake Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	18.5	-	-	-
INDUSTRIAL LEVY	382.1	359.7	352.0	382.6	382.6	375.2	378.6	487.3	464.9	483.8	487.8	487.8	480.4	506.3	344.8	359.8	363.7
County Operating	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9
County Bonds	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Library	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0
Mental Health	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Riverbanks Zoo Operating	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Landfill	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4
Conservation Commission	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood Redevelopment	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Capital Replacement	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
COUNTY LEVY	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5
SUBTOTAL	478.6	456.2	448.5	479.1	479.1	471.7	475.1	583.8	561.4	580.3	584.3	584.3	576.9	602.8	441.3	456.3	460.2
MUNICIPAL LEVY	-	93.8	53.7	-	47.8	125.0	-	-	93.8	-	-	47.8	-	-	93.8	-	-
TOTAL LEVY	478.6	550.0	502.2	479.1	526.9	596.7	475.1	583.8	655.2	580.3	584.3	632.1	576.9	602.8	535.1	456.3	460.2
LOST CREDIT FACTOR	0.001570	0.003850	0.001570	0.001570	0.002690	0.007120	0.001570	0.001570	0.003850	0.001570	0.001570	0.002690	0.001570	0.001570	0.003850	0.001570	0.001570

MUNICIPALITY	DIST.	LEVY	LOST
City of Columbia	1CC	93.8	0.002280
	2CC	93.8	0.002280
	6CC	93.8	0.002280
	1FA	47.8	0.001120
Forest Acres	2FA	47.8	0.001120
	1TE	125.0	0.005550
Eastover	1CY	53.7	-
City of Cayce	2TB	-	-
Blythewood	6TI	-	-
Town of Irmo	-	-	0.001570
County	-	-	-

SCHOOL DISTRICT ONE

1AL	Arcadia Lakes
1CC	City of Columbia
1ER	East Richland Public SD
1FA	City of Forest Acres
1LR	Lower Richland
1TE	Town of Eastover
1UR	Urban & Rural Areas
1CY	City of Cayce

SCHOOL DISTRICT TWO

2AL	Arcadia Lakes
2CC	City of Columbia
2DP	Dentsville/Pontiac Area (not ERPSD)
2ER	East Richland Public Serv. Dis.
2FA	City of Forest Acres
2TB	Town of Blythewood
2WL	Windsor Lake
2SH	Sandhills Area

SCHOOL DISTRICT SIX (LEX. #5)

6CC	City of Columbia
6TI	Town of Irmo
6UD	Upper Dutch Fork

Tax Year 2021 Projected Millage Worksheet

100K R 100K C

Agency	Total TY 21 Budget	Treasurer Carryforward	State Reimbursement	School	Net Taxes	Proj TY21 Millage	Non-Owner Occupied	T Mill Value	20 Millage	Millage Difference	Net Tax Effect 100K	Net Tax Effect 100K
							Mill Value					
SD #1	236,593,833	375,943	5,874,057	54,453,833	175,890,000	266.5	660,000	905,000	266.5	-		\$ -
SD #2	168,105,055	4,299,746	1,508,754	52,835,555	109,461,000	331.7	330,000	609,000	331.7	-		\$ -
SD #1 Bonds	69,721,827	9,024,916	2,776,911		57,920,000	64.0		905,000	64.0	-	\$ -	\$ -
SD #2 Bonds	75,857,829	10,173,818	2,348,011		63,336,000	104.0		609,000	104.0	-	\$ -	\$ -
Recreation	15,950,000	805,312	794,688		14,350,000	12.5		1,148,000	12.5	-	\$ -	\$ -
Rec Bonds	5,127,608	2,102,131	155,477		2,870,000	2.5		1,148,000	2.5	-	\$ -	\$ -
MTC	7,393,600	779,153	220,847		6,393,600	3.7		1,725,000	3.7	-	\$ -	\$ -
MTCC	3,670,000	99,526	120,474		3,450,000	2.0		1,725,000	2.0	-	\$ -	\$ -
Zoo Bonds	4,245,162	2,767,872	97,290		1,380,000	0.8		1,725,000	1.0	(0.2)	\$ (0.80)	\$ (1.20)
ERPSD Bonds	2,491,380	1,447,745	99,635		944,000	4.0		236,000	4.0	-	\$ -	\$ -
Storm	3,643,000	-	175,000		3,468,000	3.4		1,020,000	3.4	-	\$ -	\$ -
Fire Operating	26,874,300	777,670	967,730		25,128,900	22.7		1,107,000	22.7	-	\$ -	\$ -
Fire Bonds	954,549	371,233	29,816		553,500	0.5		1,107,000	0.5	-	\$ -	\$ -
General Fund	107,622,500	-	4,295,000		103,327,500	59.9		1,725,000	59.9	-	\$ -	\$ -
County Bonds	23,935,832	4,924,198	1,761,634		17,250,000	10.0		1,725,000	10.0	-	\$ -	\$ -
Library	30,100,000	845,552	1,654,448		27,600,000	16.0		1,725,000	16.0	-	\$ -	\$ -
MH	2,562,500	179,570	140,430		2,242,500	1.3		1,725,000	1.3	-	\$ -	\$ -
Zoo	2,825,000	315,345	94,655		2,415,000	1.4		1,725,000	1.4	-	\$ -	\$ -
Landfill	6,065,000	-	200,000		5,865,000	3.4		1,725,000	3.4	-	\$ -	\$ -
Conservation	891,500	-	29,000		862,500	0.5		1,725,000	0.5	-	\$ -	\$ -
Neighborhood	891,500	-	29,000		862,500	0.5		1,725,000	0.5	-	\$ -	\$ -
Capital	6,337,500	-	300,000		6,037,500	3.5		1,725,000	3.5	-	\$ -	\$ -

100K R Represents Owner Occupied Properties

100K C Represents Non- Owner Occupied Properties

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2021 Total Levy		478.6	550.0	502.2	479.1	526.9	596.7	475.1	515.5
2020 Total Levy		478.8	550.2	502.4	479.3	527.1	596.9	475.3	515.7
Net Change		(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	-0.2
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021 Tax \$100,000 House		\$ 1,914.40	\$ 2,200.00	\$ 2,008.80	\$ 1,916.40	\$ 2,107.60	\$ 2,386.80	\$ 1,900.40	\$ 2,062.06
Less, Local Option Sales Tax		\$ (157.00)	\$ (385.00)	\$ (157.00)	\$ (157.00)	\$ (269.00)	\$ (712.00)	\$ (157.00)	\$ (284.86)
Less, School Operating Credit		\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)
2021 Net Taxes		\$ 691.40	\$ 749.00	\$ 785.80	\$ 693.40	\$ 772.60	\$ 608.80	\$ 677.40	\$ 711.20
2020 Tax \$100,000 House		\$ 706.40	\$ 790.00	\$ 800.80	\$ 708.40	\$ 794.60	\$ 708.80	\$ 692.40	\$ 743.06
Tax Increase (Decrease)		\$ (15.00)	\$ (41.00)	\$ (15.00)	\$ (15.00)	\$ (22.00)	\$ (100.00)	\$ (15.00)	\$ (31.86)
Percentage Change		-2.1%	-5.2%	-1.9%	-2.1%	-2.8%	-14.1%	-2.2%	-4.3%
2022 Tax on \$20,000 Auto		\$ 542.92	\$ 583.00	\$ 571.24	\$ 543.52	\$ 578.48	\$ 573.64	\$ 538.72	\$ 561.65
2021 Tax on \$20,000 Auto		\$ 546.00	\$ 591.28	\$ 574.32	\$ 546.60	\$ 582.96	\$ 593.72	\$ 541.80	\$ 568.10
Tax Increase (Decrease)		\$ (3.08)	\$ (8.28)	\$ (3.08)	\$ (3.08)	\$ (4.48)	\$ (20.08)	\$ (3.08)	\$ (6.45)
Percentage Change		-0.6%	-1.4%	-0.5%	-0.6%	-0.8%	-3.4%	-0.6%	-1.1%

1AL	Arcadia Lakes	1LR	Lower Richland
1CC	City of Columbia	1TE	Town of Eastover
1ER	East Richland Public SD	1UR	Urban & Rural Areas
1FA	City of Forest Acres	1CY	City of Cayce

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2021 Total Levy		583.8	655.2	580.3	584.3	632.1	576.9	602.8	602.2
2020 Total Levy		584.0	655.4	580.5	584.5	632.3	577.1	603.0	602.4
Net Change		(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	-0.2
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021 Tax \$100,000 House	\$	2,335.20	\$ 2,620.80	\$ 2,321.20	\$ 2,337.20	\$ 2,528.40	\$ 2,307.60	\$ 2,411.20	\$ 2,408.80
Less, Local Option Sales Tax	\$	(157.00)	\$ (385.00)	\$ (157.00)	\$ (157.00)	\$ (269.00)	\$ (157.00)	\$ (157.00)	\$ (205.57)
Less, School Operating Credit	\$	(1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)
2021 Net Taxes	\$	851.40	\$ 909.00	\$ 837.40	\$ 853.40	\$ 932.60	\$ 823.80	\$ 927.40	\$ 876.43
2020 Tax \$100,000 House	\$	866.40	\$ 950.00	\$ 852.40	\$ 868.40	\$ 954.60	\$ 838.80	\$ 942.40	\$ 896.14
Tax Increase (Decrease)	\$	(15.00)	\$ (41.00)	\$ (15.00)	\$ (15.00)	\$ (22.00)	\$ (15.00)	\$ (15.00)	\$ (19.71)
Percentage Change		-1.7%	-4.3%	-1.8%	-1.7%	-2.3%	-1.8%	-1.6%	-2.2%
2022 Tax on \$20,000 Auto	\$	669.16	\$ 709.24	\$ 664.96	\$ 669.76	\$ 704.72	\$ 660.88	\$ 691.96	\$ 681.53
2021 Tax on \$20,000 Auto	\$	672.24	\$ 717.52	\$ 668.04	\$ 672.84	\$ 709.20	\$ 663.96	\$ 695.04	\$ 685.55
Tax Increase (Decrease)	\$	(3.08)	\$ (8.28)	\$ (3.08)	\$ (3.08)	\$ (4.48)	\$ (3.08)	\$ (3.08)	\$ (4.02)
Percentage Change		-0.5%	-1.2%	-0.5%	-0.5%	-0.6%	-0.5%	-0.4%	-0.6%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area	2WL	Windsor Lake

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2021 Total Levy		535.1	456.3	460.2	483.9	533.9
2020 Total Levy		541.2	462.4	466.3	490.0	536.0
Net Change		(6.1)	(6.1)	(6.1)	-6.1	-2.2
Percentage Change		-1.1%	-1.3%	-1.3%	-1.3%	-0.4%
2021 Tax \$100,000 House	\$	2,140.40	\$ 1,825.20	\$ 1,840.80	\$ 1,935.47	\$ 2,135.44
Less, Local Option Sales Tax	\$	(385.00)	\$ (157.00)	\$ (157.00)	\$ (233.00)	\$ (241.14)
Less, School Operating Credit	\$	(984.40)	\$ (984.40)	\$ (984.40)	\$ (984.40)	\$ (1,125.73)
2021 Net Taxes	\$	771.00	\$ 683.80	\$ 699.40	\$ 718.07	\$ 768.57
2020 Tax \$100,000 House	\$	835.60	\$ 722.40	\$ 738.00	\$ 765.33	\$ 801.51
Tax Increase (Decrease)	\$	(64.60)	\$ (38.60)	\$ (38.60)	\$ (47.27)	\$ (32.95)
Percentage Change		-7.7%	-5.3%	-5.2%	-6.1%	-4.2%
2022 Tax on \$20,000 Auto	\$	565.12	\$ 516.16	\$ 520.84	\$ 534.04	\$ 592.40
2021 Tax on \$20,000 Auto	\$	580.48	\$ 526.32	\$ 531.00	\$ 545.93	\$ 599.86
Tax Increase (Decrease)	\$	(15.36)	\$ (10.16)	\$ (10.16)	\$ (11.89)	\$ (7.46)
Percentage Change		-2.6%	-1.9%	-1.9%	-2.2%	-1.3%

6CC *City of Columbia*
6TI *Town of Irmo*
6UD *Upper Dutch Fork*

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2021 Total Levy		478.6	550.0	502.2	479.1	526.9	596.7	475.1	515.5
2020 Total Levy		478.8	550.2	502.4	479.3	527.1	596.9	475.3	515.7
Net Change		(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	-0.2
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021 Tax \$100,000 House		\$ 2,871.60	\$ 3,300.00	\$ 3,013.20	\$ 2,874.60	\$ 3,161.40	\$ 3,580.20	\$ 2,850.60	\$ 3,093.09
Less, Local Option Sales Tax		\$ (157.00)	\$ (385.00)	\$ (157.00)	\$ (157.00)	\$ (269.00)	\$ (712.00)	\$ (157.00)	\$ (284.86)
2021 Net Taxes		\$ 2,714.60	\$ 2,915.00	\$ 2,856.20	\$ 2,717.60	\$ 2,892.40	\$ 2,868.20	\$ 2,693.60	\$ 2,808.23
2020 Tax \$100,000 House		\$ 2,730.00	\$ 2,956.40	\$ 2,871.60	\$ 2,733.00	\$ 2,914.80	\$ 2,968.60	\$ 2,709.00	\$ 2,840.49
Tax Increase (Decrease)		\$ (15.40)	\$ (41.40)	\$ (15.40)	\$ (15.40)	\$ (22.40)	\$ (100.40)	\$ (15.40)	\$ (32.26)
Percentage Change		-0.6%	-1.4%	-0.5%	-0.6%	-0.8%	-3.4%	-0.6%	-1.1%
2022 Tax on \$20,000 Auto		\$ 542.92	\$ 583.00	\$ 571.24	\$ 543.52	\$ 578.48	\$ 573.64	\$ 538.72	\$ 561.65
2021 Tax on \$20,000 Auto		\$ 546.00	\$ 591.28	\$ 574.32	\$ 546.60	\$ 582.96	\$ 593.72	\$ 541.80	\$ 568.10
Tax Increase (Decrease)		\$ (3.08)	\$ (8.28)	\$ (3.08)	\$ (3.08)	\$ (4.48)	\$ (20.08)	\$ (3.08)	\$ (6.45)
Percentage Change		-0.6%	-1.4%	-0.5%	-0.6%	-0.8%	-3.4%	-0.6%	-1.1%

1AL Arcadia Lakes
1CC City of Columbia
1ER East Richland Public SD
1FA City of Forest Acres

1LR Lower Richland
1TE Town of Eastover
1UR Urban & Rural Areas
1CY City of Cayce

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2021 Total Levy		583.8	655.2	580.3	584.3	632.1	576.9	602.8	602.2
2020 Total Levy		584.0	655.4	580.5	584.5	632.3	577.1	603.0	602.4
Net Change		(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	-0.2
Percentage Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021 Tax \$100,000 House	\$	3,502.80	\$ 3,931.20	\$ 3,481.80	\$ 3,505.80	\$ 3,792.60	\$ 3,461.40	\$ 3,616.80	\$ 3,613.20
Less, Local Option Sales Tax	\$	(157.00)	\$ (385.00)	\$ (157.00)	\$ (157.00)	\$ (269.00)	\$ (157.00)	\$ (157.00)	\$ (205.57)
2021 Net Taxes	\$	3,345.80	\$ 3,546.20	\$ 3,324.80	\$ 3,348.80	\$ 3,523.60	\$ 3,304.40	\$ 3,459.80	\$ 3,407.63
2020 Tax \$100,000 House	\$	3,361.20	\$ 3,587.60	\$ 3,340.20	\$ 3,364.20	\$ 3,546.00	\$ 3,319.80	\$ 3,475.20	\$ 3,427.74
Tax Increase (Decrease)	\$	(15.40)	\$ (41.40)	\$ (15.40)	\$ (15.40)	\$ (22.40)	\$ (15.40)	\$ (15.40)	\$ (20.11)
Percentage Change		-0.5%	-1.2%	-0.5%	-0.5%	-0.6%	-0.5%	-0.4%	-0.6%
2022 Tax on \$20,000 Auto	\$	669.16	\$ 709.24	\$ 664.96	\$ 669.76	\$ 704.72	\$ 660.88	\$ 691.96	\$ 681.53
2021 Tax on \$20,000 Auto	\$	672.24	\$ 717.52	\$ 668.04	\$ 672.84	\$ 709.20	\$ 663.96	\$ 695.04	\$ 685.55
Tax Increase (Decrease)	\$	(3.08)	\$ (8.28)	\$ (3.08)	\$ (3.08)	\$ (4.48)	\$ (3.08)	\$ (3.08)	\$ (4.02)
Percentage Change		-0.5%	-1.2%	-0.5%	-0.5%	-0.6%	-0.5%	-0.4%	-0.6%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area	2WL	Windsor Lake

**RICHLAND COUNTY
2021 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2021 Total Levy		535.1	456.3	460.2	483.9	533.9
2020 Total Levy		541.2	462.4	466.3	490.0	536.0
Net Change		(6.1)	(6.1)	(6.1)	-6.1	-2.2
Percentage Change		-1.1%	-1.3%	-1.3%	-1.3%	-0.4%
2021 Tax \$100,000 House	\$	3,210.60	\$ 2,737.80	\$ 2,761.20	\$ 2,903.20	\$ 3,203.16
Less, Local Option Sales Tax	\$	(385.00)	\$ (157.00)	\$ (157.00)	\$ (233.00)	\$ (241.14)
2021 Net Taxes	\$	2,825.60	\$ 2,580.80	\$ 2,604.20	\$ 2,670.20	\$ 2,962.02
2020 Tax \$100,000 House	\$	2,902.40	\$ 2,631.60	\$ 2,655.00	\$ 2,729.67	\$ 2,999.30
Tax Increase (Decrease)	\$	(76.80)	\$ (50.80)	\$ (50.80)	\$ (59.47)	\$ (37.28)
Percentage Change		-2.6%	-1.9%	-1.9%	-2.2%	-1.3%
2022 Tax on \$20,000 Auto	\$	565.12	\$ 516.16	\$ 520.84	\$ 534.04	\$ 592.40
2021 Tax on \$20,000 Auto	\$	580.48	\$ 526.32	\$ 531.00	\$ 545.93	\$ 599.86
Tax Increase (Decrease)	\$	(15.36)	\$ (10.16)	\$ (10.16)	\$ (11.89)	\$ (7.46)
Percentage Change		-2.6%	-1.9%	-1.9%	-2.2%	-1.3%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

Richland County Council Request for Action

Subject:

Ordinance Amendment, Chapter 2, Administration, Purchase Negotiations

Notes:

September 28, 2012 – The A&F Committee recommended 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.

**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.

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT TIDE; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, PROJECT TIDE, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its existing manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$46,000,000 in taxable real and personal property and the creation of approximately 100 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: October 5, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement, and amendment of that certain existing fee-in-lieu of ad valorem agreement, by and between Richland County, South Carolina and Project Tide; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

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

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT, AND AMENDMENT OF THAT CERTAIN EXISTING FEE-IN-LIEU OF *AD VALOREM* AGREEMENT, BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT TIDE; TO PROVIDE FOR PAYMENTS OF FEES-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the “Code”), as amended (the “Simplification Act”), Title 4, Chapter 12 of the Code (the “Chapter 12 Act”) and Title 4, Chapter 29 of the Code (the “Chapter 29 Act”, and together with the Simplification Act and the Chapter 12 Act the “Acts”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Acts, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the Acts;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of the Simplification Act to enter into and amend certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Simplification Act);

WHEREAS, pursuant to the Acts and MCIP Act, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Tide (the “Sponsor”) owns and operates a manufacturing facility (the “Facility”) located in the County;

WHEREAS, the Sponsor desires to expand the Facility consisting of anticipated taxable investment in real and personal property of not less than \$46,000,000 and the creation of not less than 100 new full-time jobs (“Project”);

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to

which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure;

WHEREAS, the County and Sponsor are parties to an existing Inducement and Millage Rate Agreement dated November 14, 2000 (the “Inducement Agreement”) and related Lease Agreement, dated December 15, 2000 (the “Lease Agreement”)(collectively, the “Existing FILOT Agreement”); and

WHEREAS, as an inducement to maintain investment at the Facility, the County and Sponsor desire to amend certain provisions of the Existing Fee Agreement in order to extend the term thereof (the “Existing FILOT Agreement Term Extension”) by entering into a First Amendment to Inducement and Millage Rate Agreement and Lease Agreement between the County and Sponsor, the substantially final form of which is attached as Exhibit B (“First Amendment to Inducement and Millage Rate Agreement and Lease Agreement”).

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs;

(d) The Facility and the Project, including the Fee Agreement and First Amendment to Fee Agreement, will directly and substantially benefit the general public welfare of the County by providing the retention of jobs and employment; the increase of the ad valorem tax base; and other public benefits.

Section 2. Approval of Incentives; Authorization to Execute and Fee Agreement. The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County at such time as is requested by the Sponsor, but no later than December 31, 2025, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. Inclusion within the Park. The expansion of the Park boundaries to include the Project, and the Facility to the extent any portion is not already included in the Park, is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such

documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), any necessary expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Approval of Existing FILOT Agreement Term Extension; Authorization to Execute and Deliver First Amendment to Inducement and Millage Rate Agreement and Lease Agreement.* The Existing FILOT Agreement Term Extension as described in this Ordinance, and as more particularly set forth in the First Amendment to Inducement and Millage Rate and Lease Agreement with respect to the Facility, is hereby approved. The form, terms and provisions of the First Amendment to Inducement and Millage Rate and Lease Agreement that is before this meeting is approved and all of the terms and conditions of the First Amendment to Inducement and Millage Rate and Lease Agreement are incorporated in this Ordinance by reference. The Chair is authorized and directed to execute the First Amendment to Inducement and Millage Rate and Lease Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the First Amendment to Inducement and Millage Rate and Lease Agreement and to deliver the First Amendment to Inducement and Millage Rate and Lease Agreement to the Sponsor.

Section 5. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance, the Fee Agreement, and First Amendment to Fee Agreement.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 5, 2021
Second Reading: _____, 2021
Public Hearing: _____, 2021
Third Reading: _____, 2021

EXHIBIT B

FORM OF FIRST AMENDMENT TO FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT TIDE

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 31, 2021

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SUMMARY OF CONTENTS OF

FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Tide	
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$40,000,000	
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	100	
<ul style="list-style-type: none"> • Investment Period 	5 years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	0.4753	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	N/A	
Multicounty Park	With Fairfield County	
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	23%	
<ul style="list-style-type: none"> • Credit Term 	10 years	
<ul style="list-style-type: none"> • Claw Back Information 	Percentage clawback of SSRC based on actual investment and job creation, compared with contract minimum investment and jobs, within 5-year investment period	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December 31, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT TIDE, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of anticipated taxable investment in real and personal property of \$46,000,000 and the creation of 100 new, full-time jobs;

(d) By an ordinance enacted on [October 5, 2021], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees of \$5,000. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the

FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$40,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 100 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes [and Incentive] Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31 2056, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act] and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [DATE].

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means PROJECT TIDE and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [October 5, 2021] by adopting an Inducement Resolution, as defined in the Act on [October 5, 2021].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs

Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing January 31, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.4753 , which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. *Claw Back.* If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information*.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her

official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: Erik P. Doerring
1221 Main Street, Suite 1800
Columbia, South Carolina 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

PROJECT TITLE

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

**EXHIBIT A
PROPERTY DESCRIPTION**

ALL REAL AND TANGIBLE PERSONAL PROPERTY ASSOCIATED WITH THE PROJECT

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

**23% OF THE FILOT PAYMENTS FOR EACH OF THE FIRST TEN (10) PROPERTY TAX YEARS OF THE FEE
TERM**

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$30,000,000 had been invested at the Project and 75 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 75/[Contract Minimum Jobs Requirement] = 75%

Investment Achievement Percentage = \$30,000,000/[\$[Contract Minimum Investment Requirement]] = 75%

Overall Achievement Percentage = (75% + 75%)/2 = 75%

Claw Back Percentage = 100% - 75% = 25%

Repayment Amount = \$1,000,000 x 25% = \$250,000]

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

EXHIBIT A
FORM OF FEE AGREEMENT

FIRST AMENDMENT TO INDUCEMENT AND MILLAGE RATE AGREEMENT
AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO INDUCEMENT AND MILLAGE RATE AGREEMENT AND LEASE AGREEMENT (this “Amendment”), dated as of _____, 2021, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (the “County”), and PROJECT TIDE, a limit liability company organized and existing under the laws of the State of South Carolina (the “Company”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Fee Agreement (hereinafter defined).

RECITALS

WHEREAS, the County and the Company entered into an Inducement and Millage Rate Agreement dated November 14, 2000 (the “Inducement Agreement”);

WHEREAS, the County and the Company entered into a related Lease Agreement, dated December 15, 2000 (the “Lease Agreement”); and

WHEREAS, the County and the Company desire to amend certain provisions of the Inducement Agreement and Lease Agreement to extend the terms thereof.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
AMENDMENTS

Section 1.1. Section 4.02 of the Inducement Agreement is deleted and replaced with the following:

“SECTION 4.02

(a) The County agrees that from and after the date that any part of the Project is placed in service and titled in the County:

(i) the fee on such part shall be calculated on the basis of an assessment ratio of 6%;

(ii) the fee on such part shall be payable in 20 annual installments on the due date which would otherwise be applicable for ad valorem property taxes for each part of the Project, with the first such installment for each such part of the Project being due on the date when, but for this Agreement, taxes would have been paid with respect to such part of the Project; and

(iii) the fee on such part shall be calculated on the basis of the millage rate provided in Section 4.04 of this Agreement.

(b) The County also agrees as follows:

(i) any property included in the Project, title to which is transferred to the County, will be subject, before being placed in service, to an annual fee payment as provided in Section 4-12-20 of the FILOT Act;

(ii) any undeveloped land included in the Project (except such land which is not subject to property taxes, or any other payment of a fee-in-lieu of taxes in connection with a lease agreement or other arrangement with the County or other or similar governmental entity), title to which is transferred to the County, will be subject, before being placed in service, to an annual fee payment as provided in Section 4-12-20 of the FILOT Act; and

(iii) payments under the foregoing clauses (i) and (ii) shall not be considered part of the maximum periods contemplated under Section 4-12-30(C) of the FILOT Act.”

Section 1.2. Section 4.03 of the Lease Agreement is deleted and replaced with the following:

“SECTION 4.03 Lease Term. The County agrees to deliver to the Company sole and exclusive possession of each item of the Facilities on the same date that title to each such item vests in the County pursuant to Section 3.4, and to grant the Company such sole and exclusive possession of each such item for the term beginning on such vesting date and continuing until the end of the 20 years after the 31st day of December in the year of such vesting date; provided that the maximum term hereof shall not be later than December 31, 2027. The Company shall have sole and exclusive possession of the Facilities during the term hereof. This Agreement shall terminate with respect to the Facilities or any part thereof upon the earliest to occur of (a) payment of the final installment of Payments in Lieu-of-Taxes pursuant to Section 4.5(b) hereof, or (b) exercise by the Company of its option to purchase and terminate pursuant to Section 11.1 hereof.”

Section 1.3. Section 4.05(c)(iii) of the Lease Agreement is deleted and replaced with the following:

“(iii) Any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of payments pursuant to paragraphs (c)(i) and (ii) above for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (c)(i) and (ii) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property is deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the excess amount shall represent a Non-Filot Asset and be subject to payments as provided in subsection (a) above. Replacement Property is entitled to the fee payment pursuant to this paragraph (c) for the period of time remaining on the 20-year fee period for the property which it is replacing.”

Section 1.4. The Inducement Agreement and Lease Agreement are otherwise amended throughout to reflect a term of 30 years for each year of the investment period during which property is placed in service for South Carolina property tax purposes.

ARTICLE II
MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Inducement Agreement and Lease Agreement shall continue in full force and effect in accordance with its terms.

Section 2.3. This Amendment shall be governed by South Carolina law.

This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

WITNESSES:

[Signature Page of the County]

[Signature Page of the Company Follows]

PROJECT TIDE

[SEAL]

ATTEST:

By: _____

WITNESSES:

[Signature Page of the Company]

RESOLVED: October 5, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

An Ordinance authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Remedy to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT REMEDY TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Remedy, (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,685,000 and the creation of 17 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) confirm the location of the Project in the Park; and (3) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 5, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT REMEDY

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [____], 2021

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Remedy	Section 1.1
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	3,685,000	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	17	Section 1.1
<ul style="list-style-type: none"> • Investment Period 	Standard (5 years)	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1(a)
<ul style="list-style-type: none"> • Millage Rate 	475.3	Section 4.1(a)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1(a)
<ul style="list-style-type: none"> • Claw Back Information 	Failure to reach the Contract Minimum Jobs Requirement or Contract Minimum Investment Requirement shall result in a pro-rata claw back on the Infrastructure Credit, calculated as provided herein.	Section 6.1; Exhibit E
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is the partner county)	Section 1.1
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<ul style="list-style-type: none"> • Brief Description 	40% years 1-10	Section 5.1; Exhibit D
<ul style="list-style-type: none"> • Credit Term 	10 years	Section 5.1; Exhibit D
<ul style="list-style-type: none"> • Claw Back Information 	See above	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [____], 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Remedy, a [limited liability company] organized and existing under the laws of the State of [South Carolina] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,685,000 and the creation of 17 new, full-time jobs;

(d) By an ordinance enacted on [October 5, 2021], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,685,000.

“**Contract Minimum Jobs Requirement**” means not less than 17 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2055, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina and governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park”, dated as of September 1, 2018, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Remedy and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [October 5, 2021] by adopting an Inducement Resolution, as defined in the Act on [October 5, 2021].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated [December 17, 2017], which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.3, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County

pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed

official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Project Remedy
[ADDRESS]
Attn:

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim

under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

PROJECT REMEDY

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Remedy (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor and any Sponsor Affiliate shall be entitled to an annual Infrastructure Credit equal to 40% for years one (1) through ten (10) against the amount of the annual FILOT Payment due for that year, anticipated to commence with the property tax payment for tax year 2022.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement *[may not exceed 100%]*

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$3,000,000 had been invested at the Project and 10 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 10/[Contract Minimum Jobs Requirement] = 58%

Investment Achievement Percentage = \$3,000,000/\$[Contract Minimum Investment Requirement] = 81%

Overall Achievement Percentage = (58% + 81%)/2 = 70%

Claw Back Percentage = 100% - 70% = 30%

Repayment Amount = \$100,000 x 30% = \$30,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

ADOPTED IN A MEETING DULY ASSEMBLED THIS 5th DAY OF OCTOBER, 2021.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

(Seal)

ATTEST this the 5th day of October, 2021.

Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND
AMENDMENT OF THE ASSESSMENT ROLL FOR
IMPOSITION OF ASSESSMENTS IN 2021 AND COLLECTION IN 2022**

Prepared By:

MUNICAP, INC.

Administrator of the Village at Sandhill Improvement District

September 17, 2021

**Village at Sandhill Improvement District
Richland County, South Carolina**

**Annual Assessment Report and
Amendment of the Assessment Roll for
Imposition of Assessments in 2021 and Collection in 2022**

INTRODUCTION

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.” This report has been prepared to meet and record the required amendments to the Assessment Roll and to show the calculation of the 2021-2022 Annual Payment.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

ANNUAL ASSESSMENT

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2021 for collection in 2022 is equal to \$1,712,373.00.

ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2021-2022 assessment year. Each of these numbers is explained in the following sections.

Table A
Annual Revenue Requirement 2021-2022 Assessment Year

Interest payment on May 1, 2022	\$480,779.00
Interest payment on November 1, 2022	\$480,779.00
Principal payment on November 1, 2022	\$658,000.00
Total debt service payments	\$1,619,558.00
Administrative Expenses	\$49,000.00
Contingency	\$44,509.25
<i>Subtotal Expenses</i>	\$1,713,067.25
Revenue Fund	(\$58,067.25)
<i>Subtotal Funds Available</i>	(\$58,067.25)
Annual Revenue Requirement	\$1,655,000.00

Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2022 and November 1, 2022. The outstanding Series 2004 Bonds have been reduced to a current balance of \$16,128,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2021 by a regularly scheduled principal payment in the amount of \$619,000.00 which will reduce the balance to \$15,509,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$480,779.00 and represents interest at an annual coupon of 6.20 percent on the estimated outstanding bonds of \$15,509,000.00. There is a scheduled principal payment of \$658,000.00 on the bonds on November 1, 2022. As a result, total debt service is \$1,619,558.00.

Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County’s legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2022 is estimated to be \$20,000.00. The cost of the County’s bond counsel for calendar year 2022 is estimated to be \$12,500.00. The County’s additional expenditures for calendar year 2022 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2022 are estimated to be \$49,000.00.

Contingency

A contingency, equal to approximately 2.7 percent of the sum of the annual debt service and specifically estimated Administrative Expenses, has been added in the event of unanticipated Administrative Expenses.

Revenue Fund

As of July 31, 2021, the balance in the Series 2004 Revenue Fund was \$1,207,035.25. Debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2021. The November 1, 2021 interest payment on the Series 2004 Bonds is \$499,968.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$16,528,000.00. The November 1, 2021 principal payment on the Series 2004 Bonds is \$619,000.00. As such, the total debt service to be paid on November 1, 2021 equals \$1,118,968.00. Additionally, it is estimated that \$30,000.00 of funds will be utilized for administrative expense through the end of calendar year 2021. Following these expected uses, \$58,067.25 is estimated to be available to pay debt service for the 2021-2022 assessment year, as shown in Table B below.

Table B
Estimated Available Funds in the Revenue Fund

Revenue Fund balance as of July 31, 2021	\$1,207,035.25
Interest payment on November 1, 2021	(\$499,968.00)
Principal payment on November 1, 2021	(\$619,000.00)
Estimated Administrative Expenses through December 31, 2021	(\$30,000.00)
Estimated available funds in the Revenue Fund	\$58,067.25

CALCULATION OF THE ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table C below.

Table C
Annual Credit

	2021-22 Assessment Year
Annual Assessment	\$1,712,373.00
Annual Revenue Requirement	\$1,655,000.00
Annual Credit	\$57,373.00

CALCULATION OF THE ANNUAL PAYMENT

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table D below.

Table D
Annual Payment

	2021-22 Assessment Year
Annual Assessment	\$1,712,373.00
Annual Credit	\$57,373.00
Annual Payment	\$1,655,000.00

ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS

The County reported on September 15, 2021 that with the exception of the outstanding Annual Payments specified in Table E below, all previously billed Annual Payments have been collected.

Table E
Unpaid Annual Payments from Prior Years

Parcel Identification	Tax Year	Owner	Amount
22900-02-42	2013	Village at Sandhill, LLC	\$13,579.72
22900-02-42	2014	Village at Sandhill, LLC	\$10,968.23
22900-02-42	2015	Village at Sandhill, LLC	\$13,603.94
22900-02-42	2016	Village at Sandhill, LLC	\$13,584.89
22900-02-42	2017	Saluda Dam, LLC	\$12,243.74
22900-02-42	2018	Saluda Dam, LLC	\$13,515.82
22900-02-42	2019	Village at Sandhill, LLC	\$13,476.07
22900-02-40	2020	Village at Sandhill, LLC	\$1,885.03
22900-02-42	2020	Village at Sandhill, LLC	\$11,687.21
Total			\$104,544.65

AMENDMENT OF THE ASSESSMENT ROLL

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as

explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

On July 19, 2021, the County reported that during calendar year 2020, two new Parcels of real property were created in the District as a result of the subdivision and recombination of real property within four distinct Parcels. The allocation of the Assessments to the Parcels resulting from this subdivision, calculated in accordance with the Rate and Method of Apportionment of Assessments, are detailed below.

Subdivision involving Parcel R22900-02-38, R22900-02-39, R22900-02-61 and R22911-03-01

During 2020, Parcels R22900-02-38, R22900-02-39, R22900-02-61 and R22911-03-01 were subdivided to generate six Parcels of real property; four of the resulting six Parcels maintained the same identification number specified above, and two new Parcels were created: R22900-02-65 and R22911-03-03. The Equivalent Acres for the six resulting Parcels, calculated in accordance with the Rate and Method of Apportionment of Assessments, are shown in Table F below and are generally based on information made available from the County and property owners. The allocation of the Assessments to the six resulting Parcels from the subdivisions of the prior four Parcels, calculated in accordance with the Rate and Method of Apportionment of Assessments, is shown in Table G below.

Table F
Calculation of Equivalent Acres

Parcel Identification Number	Gross Acres	Excluded Acres	Estimated Net Acres	Class	Factor	Equivalent Acres
R22900-02-38						
Class 1 portion	7.61	(1.95)	5.66	1	1.00	5.660
Class 2 portion	1.29	0.00	1.29	2	0.58	0.748
Total	8.90	(1.95)	6.95			6.408
R22900-02-39	3.39	(0.37)	3.02	1	1.00	3.020
R22900-02-61	1.59	(0.44)	1.15	1	1.00	1.150
R22911-03-01	3.19	(0.11)	3.08	1	1.00	3.080
R22900-02-65	0.71	0.00	0.71	1	1.00	0.710
R22911-03-03	1.15	0.00	1.15	1	1.00	1.150
Total	18.93	(2.87)	16.06			15.518

Table G
Allocation of Assessments

Parcel Identification Number	Equiv. Acres	% of Total Equiv. Acres	Principal Portion of Assessments	Total Assessments
<u>Before Subdivisions</u>				
R22900-02-38			\$553,848.29	\$918,598.27
R22900-02-39			\$342,713.88	\$568,416.26
R22900-02-61			\$152,449.73	\$252,849.13
R22911-03-01			\$0.00	\$0.00
			\$1,049,011.90	\$1,739,863.66
<u>After Subdivisions</u>				
R22900-02-38	6.408	41.3%	\$433,178.78	\$718,458.97
R22900-02-39	3.020	19.5%	\$204,151.05	\$338,599.58
R22900-02-61	1.150	7.4%	\$77,739.64	\$128,936.93
R22911-03-01	3.080	19.8%	\$208,207.03	\$345,326.72
R22900-02-65	0.710	4.6%	\$47,995.78	\$79,604.54
R22911-03-03	1.150	7.4%	\$77,739.64	\$128,936.93
Total	15.518	100.0%	\$1,049,011.90	\$1,739,863.66

The allocations of the Assessments described above are included in the attached Appendix A-2.

Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, as reported by the County on June 21, 2021), (iii) the Assessment for each Parcel (including any adjustments to the Assessments described above), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

SUMMARY

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2021-2022 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County's billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2021-2022 assessment year equals \$1,655,000.14.

Appendix A-1

ASSESSMENT ROLL
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679	\$168,679	\$1,540,000
2019	\$550,000	\$1,162,811	\$1,712,811	\$12,811	\$1,700,000
2020	\$580,000	\$1,128,711	\$1,708,711	\$13,711	\$1,695,000
2021	\$619,000	\$1,092,751	\$1,711,751	\$241,751	\$1,470,000
2022	\$658,000	\$1,054,373	\$1,712,373	\$57,373	\$1,655,000
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
Total	\$22,005,000	\$34,580,008	\$56,585,008	\$3,864,264	\$28,773,710

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.

Village at Sandhill Improvement District

Appendix A-2

September 17, 2021 Special Assessment Roll

Tax Account Number	Owner (as reported by Richland County on June 21, 2021)	Total Assessment ¹	Principal Portion of Assessment ¹	2021-2022 Annual Assessment	2021-2022 Annual Credit	2021-2022 Annual Payment
R22900-02-05	VILLAGE AT SANDHILL LLC	\$330,233.74	\$199,107.05	\$21,984.90	\$736.60	\$21,248.30
R22900-02-06	PLEX INDOOR SPORTS LLC	\$1,027,463.61	\$619,486.22	\$68,402.11	\$2,291.81	\$66,110.30
R22900-02-07	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	30 WEST PERSHING LLC	\$1,056,226.20	\$636,827.98	\$70,316.94	\$2,355.97	\$67,960.97
R22900-02-09A	VILLAGE AT SANDHILL LLC	\$589,658.64	\$363,317.70	\$40,116.62	\$1,344.11	\$38,772.52
R22900-02-09B	BELK SANDHILL PROPERTY LLC	\$439,428.45	\$264,943.56	\$29,254.40	\$980.17	\$28,274.23
R22900-02-10	HD DEVELOPMENT OF MARYLAND INC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	VAS MOP LLC	\$311,594.72	\$187,869.07	\$20,744.03	\$695.03	\$20,049.00
R22900-02-12	VAS MOP LLC	\$298,811.35	\$180,161.62	\$19,892.99	\$666.51	\$19,226.48
R22900-02-13	SANDHILL COLUMBIA SC LLC	\$1,727,353.28	\$1,041,469.05	\$114,996.39	\$3,852.95	\$111,143.44
R22900-02-14	SANDHILL COLUMBIA SC LLC	\$774,991.99	\$467,264.10	\$51,594.12	\$1,728.66	\$49,865.46
R22900-02-15	SANDHILL CENTER LLC	\$612,003.98	\$368,994.12	\$40,743.40	\$1,365.11	\$39,378.29
R22900-02-16	SANDHILL CENTER LLC	\$977,928.03	\$589,619.85	\$65,104.34	\$2,181.32	\$62,923.02
R22900-02-17	SANDHILL CENTER LLC	\$327,573.94	\$197,503.38	\$21,807.83	\$730.67	\$21,077.15
R22900-02-18	SANDHILL CENTER LLC	\$364,326.13	\$219,662.30	\$24,254.56	\$812.65	\$23,441.91
R22900-02-19	SANDHILL CENTER LLC	\$655,147.87	\$395,006.76	\$43,615.65	\$1,461.34	\$42,154.31
R22900-02-20	SANDHILL CENTER LLC	\$123,039.97	\$74,184.20	\$8,191.23	\$274.45	\$7,916.79
R22900-02-21A	SANDHILL CENTER LLC	\$1,271,945.62	\$766,891.18	\$84,678.19	\$2,837.14	\$81,841.05
R22900-02-21B	SANDHILL CENTER LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	SANDHILL CENTER LLC	\$127,833.73	\$77,074.49	\$8,510.37	\$285.14	\$8,225.23
R22900-02-23	VAS FORUM II LLC	\$1,001,896.86	\$604,071.32	\$66,700.03	\$2,234.78	\$64,465.25
R22900-02-24	VAS HG LL	\$274,842.52	\$165,710.15	\$18,297.30	\$613.05	\$17,684.25
R22900-02-26	RICHLAND COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	VAS MOP LLC	\$274,842.52	\$165,710.15	\$18,297.30	\$613.05	\$17,684.25
R22900-02-28	VAS MOP LLC	\$220,513.18	\$132,953.50	\$14,680.39	\$491.87	\$14,188.52
R22900-02-33	FORUM CENTER OUTPARCEL LLC	\$341,955.23	\$206,174.26	\$22,765.24	\$762.75	\$22,002.49
R22900-02-34	GRG INVESTMENTS LLC	\$94,277.38	\$56,842.44	\$6,276.40	\$210.29	\$6,066.11
R22900-02-35	LACCBSC LLC	\$977,928.03	\$589,619.85	\$65,104.34	\$2,181.32	\$62,923.02
R22900-02-36	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS APARTMENTS LLC	\$536,290.30	\$323,344.25	\$35,702.86	\$1,196.22	\$34,506.63
R22900-02-38	NORTH BAY UNDERWRITING COMPANY	\$718,458.97	\$433,178.78	\$47,830.51	\$1,602.56	\$46,227.95
R22900-02-39	VILLAGE AT SANDHILL LLC	\$338,599.58	\$204,151.05	\$22,541.84	\$755.26	\$21,786.58

R22900-02-40	SBMUNI CUST	\$32,983.54	\$19,886.69	\$2,195.84	\$73.57	\$2,122.27
R22900-02-41	TMW & ASSOCIATES (COLUMBIA)	\$78,061.03	\$47,065.16	\$5,196.82	\$174.12	\$5,022.70
R22900-02-42	RICHLAND COUNTY FORFEITED	\$204,497.92	\$123,297.45	\$13,614.19	\$456.14	\$13,158.05
R22900-02-43	VILLAGE AT SANDHILL LLC	\$300,409.26	\$181,125.05	\$19,999.37	\$670.08	\$19,329.29
R22900-02-44	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	VILLAGE AT SANDHILL LLC	\$177,228.57	\$106,856.00	\$11,798.77	\$395.32	\$11,403.45
R22900-02-47	VILLAGE AT SANDHILL LLC	\$179,125.19	\$107,999.53	\$11,925.04	\$399.55	\$11,525.49
R22900-02-48	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	BOND STREET FUND 14 LLC	\$104,197.01	\$62,823.26	\$6,936.79	\$232.42	\$6,704.37
R22900-02-51	SBLP COLUMBIA LLC	\$657,067.87	\$400,982.05	\$44,275.43	\$1,483.45	\$42,791.98
R22900-02-52	VILLAGE AT SANDHILL LLC	\$31,067.29	\$18,731.33	\$2,068.27	\$69.30	\$1,998.97
R22900-02-53	VILLAGE AT SANDHILL LLC	\$81,695.45	\$49,256.45	\$5,438.77	\$182.23	\$5,256.55
R22900-02-54	VILLAGE AT SANDHILL LLC	\$80,544.81	\$48,562.70	\$5,362.17	\$179.66	\$5,182.51
R22900-02-55	VILLAGE AT SANDHILL LLC	\$78,243.53	\$47,175.19	\$5,208.97	\$174.53	\$5,034.44
R22900-02-56	VILLAGE AT SANDHILL LLC	\$44,874.97	\$27,056.36	\$2,987.49	\$100.10	\$2,887.40
R22900-02-57	WITZLING DAVID	\$171,445.39	\$103,369.17	\$11,413.76	\$382.42	\$11,031.34
R22900-02-58	VILLAGE AT SANDHILL LLC	\$318,727.34	\$192,169.52	\$21,218.87	\$710.94	\$20,507.94
R22900-02-61	NORTH BAY UNDEWRITING COMPANY	\$128,936.93	\$77,739.64	\$8,583.81	\$287.60	\$8,296.21
R22900-02-62	NORTH BAY UNDEWRITING COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-64	BELK SANDHILL PROPERTY LLC	\$859,041.04	\$517,939.59	\$57,189.58	\$1,916.14	\$55,273.45
R22900-02-65	WITZLING DAVID	\$79,604.54	\$47,995.78	\$5,299.57	\$177.56	\$5,122.01
R22908-06-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-07-01	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS FORUM III LLC	\$236,492.40	\$142,587.81	\$15,744.19	\$527.51	\$15,216.68
R22911-01-02	VAS FORUM III LLC	\$228,502.79	\$137,770.65	\$15,212.29	\$509.69	\$14,702.60
R22911-02-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-02-02	VILLAGE AT SANDHILL LLC	\$1,061,429.75	\$653,999.08	\$72,212.93	\$2,419.49	\$69,793.44
R22911-03-01	WITZLING DAVID	\$345,326.72	\$208,207.03	\$22,989.70	\$770.27	\$22,219.43
R22911-03-03	WITZLING DAVID	\$128,936.93	\$77,739.64	\$8,583.81	\$287.60	\$8,296.21
R22912-01-01	VILLAGE AT SANDHILL LLC	\$851,397.70	\$524,588.00	\$57,923.68	\$1,940.73	\$55,982.95
R22982-01-01	NORTH BAY UNDEWRITING COMPANY	\$17,263.51	\$10,408.65	\$1,149.30	\$38.51	\$1,110.79
R22982-01-02	NORTH BAY UNDEWRITING COMPANY	\$17,865.69	\$10,771.72	\$1,189.39	\$39.85	\$1,149.54
R22982-02-01	VAS SCU LLC SOUTH CAROLINA	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-02	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-03	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62
R22982-02-04	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-05	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-06	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39

R22982-02-07	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-02-08	NORTH BAY TRUST COMPANY	\$1,967.92	\$1,186.51	\$131.01	\$4.39	\$126.62
R22982-02-09	NORTH BAY TRUST COMPANY	\$2,575.30	\$1,552.72	\$171.45	\$5.74	\$165.70
R22982-02-10	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-02-11	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-02-12	PATTERSON VANCE M	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-13	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-02-14	VAS SCU LLC	\$1,593.08	\$960.51	\$106.06	\$3.55	\$102.50
R22982-02-15	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-02-16	NORTH BAY TRUST COMPANY	\$1,298.06	\$782.64	\$86.42	\$2.90	\$83.52
R22982-03-01	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-02	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-03	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62
R22982-03-04	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-05	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-06	NORTH BAY TRUST COMPANY	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-03-07	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-03-08	BASS MICHALIS S ETAL	\$1,967.92	\$1,186.51	\$131.01	\$4.39	\$126.62
R22982-03-09	NORTH BAY TRUST COMPANY	\$2,575.30	\$1,552.72	\$171.45	\$5.74	\$165.70
R22982-03-10	NORTH BAY TRUST COMPANY	\$1,914.12	\$1,154.08	\$127.43	\$4.27	\$123.16
R22982-03-11	MOFOR ACHU	\$1,575.72	\$950.05	\$104.90	\$3.51	\$101.39
R22982-03-12	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-13	NORTH BAY TRUST COMPANY	\$1,754.46	\$1,057.82	\$116.80	\$3.91	\$112.89
R22982-03-14	NORTH BAY TRUST COMPANY	\$1,594.81	\$961.55	\$106.17	\$3.56	\$102.62
R22982-03-15	NORTH BAY TRUST COMPANY	\$1,915.86	\$1,155.12	\$127.55	\$4.27	\$123.27
R22982-03-16	VAS SCU LLC	\$1,298.06	\$782.64	\$86.42	\$2.90	\$83.52
R22982-04-01	NORTH BAY UNDEWRITING COMPANY	\$17,980.65	\$10,841.03	\$1,197.04	\$40.11	\$1,156.93
R22982-04-02	NORTH BAY UNDEWRITING COMPANY	\$15,850.15	\$9,556.49	\$1,055.20	\$35.35	\$1,019.85
R22982-05-01	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-02	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-03	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-05-04	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-05	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-06	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-05-07	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-05-08	NORTH BAY TRUST COMPANY	\$2,011.65	\$1,212.88	\$133.92	\$4.49	\$129.44
R22982-05-09	NORTH BAY TRUST COMPANY	\$2,650.27	\$1,597.92	\$176.44	\$5.91	\$170.53
R22982-05-10	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-05-11	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64

R22982-05-12	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-13	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-05-14	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-05-15	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-05-16	NORTH BAY TRUST COMPANY	\$1,326.91	\$800.03	\$88.34	\$2.96	\$85.38
R22982-06-01	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-02	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-03	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-06-04	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-05	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-06	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-06-07	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-06-08	NORTH BAY TRUST COMPANY	\$2,011.65	\$1,212.88	\$133.92	\$4.49	\$129.44
R22982-06-09	NORTH BAY TRUST COMPANY	\$2,632.52	\$1,587.22	\$175.26	\$5.87	\$169.39
R22982-06-10	NORTH BAY TRUST COMPANY	\$1,956.65	\$1,179.72	\$130.26	\$4.36	\$125.90
R22982-06-11	NORTH BAY TRUST COMPANY	\$1,610.74	\$971.16	\$107.23	\$3.59	\$103.64
R22982-06-12	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-13	NORTH BAY TRUST COMPANY	\$1,793.45	\$1,081.32	\$119.40	\$4.00	\$115.40
R22982-06-14	NORTH BAY TRUST COMPANY	\$1,630.25	\$982.92	\$108.53	\$3.64	\$104.90
R22982-06-15	NORTH BAY TRUST COMPANY	\$1,958.43	\$1,180.79	\$130.38	\$4.37	\$126.01
R22982-06-16	NORTH BAY TRUST COMPANY	\$1,326.91	\$800.03	\$88.34	\$2.96	\$85.38
R22982-07-01	NORTH BAY UNDEWRITING COMPANY	\$11,660.89	\$7,030.67	\$776.31	\$26.01	\$750.30
R22982-07-02	NORTH BAY UNDEWRITING COMPANY	\$10,886.73	\$6,563.91	\$724.77	\$24.28	\$700.49
R22982-08-01	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-02	NORTH BAY TRUST COMPANY	\$1,470.52	\$886.62	\$97.90	\$3.28	\$94.62
R22982-08-03	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-08-04	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-05	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-06	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-08-07	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-08	NORTH BAY TRUST COMPANY	\$1,502.12	\$905.67	\$100.00	\$3.35	\$96.65
R22982-08-09	NORTH BAY TRUST COMPANY	\$1,959.07	\$1,181.18	\$130.42	\$4.37	\$126.05
R22982-08-10	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-11	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-08-12	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-13	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-08-14	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-08-15	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-08-16	NORTH BAY TRUST COMPANY	\$1,036.66	\$625.03	\$69.01	\$2.31	\$66.70

R22982-09-01	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-02	NORTH BAY TRUST COMPANY	\$1,470.52	\$886.62	\$97.90	\$3.28	\$94.62
R22982-09-03	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-09-04	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-05	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-06	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-09-07	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-08	NORTH BAY TRUST COMPANY	\$1,502.12	\$905.67	\$100.00	\$3.35	\$96.65
R22982-09-09	NORTH BAY TRUST COMPANY	\$1,959.07	\$1,181.18	\$130.42	\$4.37	\$126.05
R22982-09-10	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-11	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-09-12	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-13	NORTH BAY TRUST COMPANY	\$1,357.50	\$818.47	\$90.37	\$3.03	\$87.35
R22982-09-14	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-09-15	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-09-16	NORTH BAY TRUST COMPANY	\$1,036.66	\$625.03	\$69.01	\$2.31	\$66.70
R22982-10-01	NORTH BAY TRUST COMPANY	\$1,460.80	\$880.76	\$97.25	\$3.26	\$93.99
R22982-10-02	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-03	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-10-04	NORTH BAY TRUST COMPANY	\$1,898.31	\$1,144.55	\$126.38	\$4.23	\$122.14
R22982-10-05	NORTH BAY TRUST COMPANY	\$1,898.31	\$1,144.55	\$126.38	\$4.23	\$122.14
R22982-10-06	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-10-07	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-08	NORTH BAY TRUST COMPANY	\$2,148.66	\$1,295.49	\$143.04	\$4.79	\$138.25
R22982-10-09	NORTH BAY TRUST COMPANY	\$2,712.57	\$1,635.48	\$180.59	\$6.05	\$174.54
R22982-10-10	NORTH BAY TRUST COMPANY	\$1,460.80	\$880.76	\$97.25	\$3.26	\$93.99
R22982-10-11	NORTH BAY TRUST COMPANY	\$1,229.89	\$741.54	\$81.88	\$2.74	\$79.14
R22982-10-12	NORTH BAY TRUST COMPANY	\$1,892.24	\$1,140.88	\$125.97	\$4.22	\$121.75
R22982-10-13	NORTH BAY TRUST COMPANY	\$1,892.24	\$1,140.88	\$125.97	\$4.22	\$121.75
R22982-10-14	NORTH BAY TRUST COMPANY	\$1,245.69	\$751.06	\$82.93	\$2.78	\$80.15
R22982-10-15	NORTH BAY TRUST COMPANY	\$1,462.02	\$881.49	\$97.33	\$3.26	\$94.07
R22982-10-16	NORTH BAY TRUST COMPANY	\$1,035.44	\$624.30	\$68.93	\$2.31	\$66.62
R22982-11-01	NORTH BAY UNDEWRITING COMPANY	\$11,111.11	\$6,699.20	\$739.71	\$24.78	\$714.92
R22982-11-02	NORTH BAY UNDEWRITING COMPANY	\$10,960.61	\$6,608.46	\$729.69	\$24.45	\$705.24
R22982-12-01	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-02	NORTH BAY TRUST COMPANY	\$1,480.50	\$892.64	\$98.56	\$3.30	\$95.26
R22982-12-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-12-04	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-05	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94

R22982-12-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-12-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-08	NORTH BAY TRUST COMPANY	\$1,512.32	\$911.82	\$100.68	\$3.37	\$97.31
R22982-12-09	NORTH BAY TRUST COMPANY	\$1,972.37	\$1,189.20	\$131.31	\$4.40	\$126.91
R22982-12-10	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-12-12	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-13	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-12-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-12-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-12-16	NORTH BAY TRUST COMPANY	\$1,043.69	\$629.27	\$69.48	\$2.33	\$67.15
R22982-13-01	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-02	NORTH BAY TRUST COMPANY	\$1,480.50	\$892.64	\$98.56	\$3.30	\$95.26
R22982-13-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-13-04	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-05	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-13-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-08	NORTH BAY TRUST COMPANY	\$1,512.32	\$911.82	\$100.68	\$3.37	\$97.31
R22982-13-09	NORTH BAY TRUST COMPANY	\$1,972.37	\$1,189.20	\$131.31	\$4.40	\$126.91
R22982-13-10	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-13-12	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-13	NORTH BAY TRUST COMPANY	\$1,366.71	\$824.03	\$90.99	\$3.05	\$87.94
R22982-13-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-13-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-13-16	NORTH BAY TRUST COMPANY	\$1,043.69	\$629.27	\$69.48	\$2.33	\$67.15
R22982-14-01	NORTH BAY TRUST COMPANY	\$1,470.71	\$886.73	\$97.91	\$3.28	\$94.63
R22982-14-02	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-03	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-14-04	NORTH BAY TRUST COMPANY	\$1,911.20	\$1,152.31	\$127.24	\$4.26	\$122.97
R22982-14-05	NORTH BAY TRUST COMPANY	\$1,911.20	\$1,152.31	\$127.24	\$4.26	\$122.97
R22982-14-06	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-14-07	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-08	NORTH BAY TRUST COMPANY	\$2,163.24	\$1,304.28	\$144.02	\$4.83	\$139.19
R22982-14-09	NORTH BAY TRUST COMPANY	\$2,730.98	\$1,646.58	\$181.81	\$6.09	\$175.72
R22982-14-10	NORTH BAY TRUST COMPANY	\$1,470.71	\$886.73	\$97.91	\$3.28	\$94.63
R22982-14-11	NORTH BAY TRUST COMPANY	\$1,238.24	\$746.57	\$82.43	\$2.76	\$79.67
R22982-14-12	NORTH BAY TRUST COMPANY	\$1,905.07	\$1,148.62	\$126.83	\$4.25	\$122.58

R22982-14-13	NORTH BAY TRUST COMPANY	\$1,905.07	\$1,148.62	\$126.83	\$4.25	\$122.58
R22982-14-14	NORTH BAY TRUST COMPANY	\$1,254.15	\$756.16	\$83.49	\$2.80	\$80.70
R22982-14-15	NORTH BAY TRUST COMPANY	\$1,471.94	\$887.47	\$97.99	\$3.28	\$94.71
R22982-14-16	NORTH BAY TRUST COMPANY	\$1,042.47	\$628.53	\$69.40	\$2.33	\$67.08
R23000-05-01	FIRST CITIZENS BANK AND TRUST	\$263,657.07	\$158,966.14	\$17,552.64	\$588.10	\$16,964.54
R23000-05-02	BRANCH SANDHILL ASSOCIATES LP	\$1,946,268.54	\$1,173,459.12	\$129,570.40	\$4,341.25	\$125,229.14
R23000-05-03	BRANCH SANDHILL INVESTORS LP	\$198,142.28	\$119,465.46	\$13,191.07	\$441.97	\$12,749.11
R23000-05-04	VAS OP 19 LLC	\$59,123.10	\$35,646.95	\$3,936.05	\$131.88	\$3,804.17
R23000-05-05	VAS MOP LLC	\$367,521.98	\$221,589.16	\$24,467.32	\$819.78	\$23,647.54
R23000-05-06	VAS MOP LLC	\$198,142.28	\$119,465.46	\$13,191.07	\$441.97	\$12,749.11
Total		\$25,658,576.80	\$15,508,169.78	\$1,712,373.00	\$57,373.00	\$1,655,000.00

¹ The amounts indicated exclude any prior year, unpaid Annual Payments (as of September 15, 2021, prior year Annual Payments were outstanding for one parcel [R22900-02-42] for multiple years and one Parcel [R22900-02-40] for one year).

Applicant Information

First Name*

MEGHAN

Last Name*

EASLER

Home Address*

201 BRICKLING
ROAD

Apt

City*

IRMO

State*

SC

Zip*

29063

** Please enter a physical address. No PO Boxes. **

Work Address*

2020 HAMPTON
STREET

Suite

City*

COLUMBIA

State*

SC

Zip*

29204

Number*

(803)605-
2466

Type*

Home

Secondary Phone

8035761604

Type

Wor
k

Email Address*

easlerfamily4@gmail.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Associates

Professional Background

IT Programmer

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested:***
Employee Grievance Committee (10)

Reason for interest:*

Employee Relations

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

Any additional information you wish to share:

**Recommended by a Council
Member?***

Yes No

Council Member name(s):

**Hours willing to commit each
month:**
Open

Conflict of Interest Policy

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

*

Yes No

Statement of Financial or Personal Interest

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

*

Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***

Meghan Easler

Submit

Applicant Information

First Name *

EVA

Last Name *

YOUNG PRIOLEAU

Home Address *

216 Fox Meadow Lane

Apt

City *

Hopkins

State *

SC

Zip *

29061

**** Please enter a physical address. No PO Boxes. ****

Work Address * Suite

400 Powell Road

City *

Columbia

State *

SC

Zip *

29203

Number *

(803)665-0780

Type *

Home

Secondary Phone

8035762433

Type

Work

Email Address *

prioleau.eva@richlandcountysc.gov

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Master's

Professional Background

Public Works Administration & Finance General Manager

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested: *
Transportation Penny Advisory Committee (15)

Reason for interest: *

To facilitate and make recommendations of projects in the Eastover and Lower Richland areas that will improve infrastructure development and public transportation. Also, to evaluate the penny financial disbursement for equitable allocation.

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

Experience with preparing and reviewing budgets, formulating plans, and making policy decisions. I will bring dedication and commitment to responsibilities that will extend beyond attending board meetings regularly.

Any additional information you wish to share:

Knowledgeable of County Road Maintenance System processes.

Recommended by a Council Member? *

Yes No

Council Member name(s): *

Cheryl English

Hours willing to commit each month:

10

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

*

Yes No

Statement of Financial or Personal Interest

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

*

Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature *

First Name* **Last Name***

Eva
Young
Prioleau

Submit

Applicant Information

First Name *

LISA

Last Name *

WILEY

Home Address *

352 Heritage Hills
Dr

Apt

City *

Columbia

State *

SC

Zip *

29203

** Please enter a physical address. No PO Boxes. **

Work Address *

200 Summit
Parkway

Suite

City *

Columbia

State *

South
Carolina

Zip *

29229

Number *

(803)315-
6989

Type *

Mobil
e

Secondary Phone Type

Email Address *

lisacw63@gmail.com

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Master's

Professional Background

I have been a Chorus teacher in both Richland One and Richland Two School Districts for 34 years. I am currently the Chorus Teacher at Summit Parkway Middle School in Richland District Two. I am a National Board of Professional Standards Certified Teacher.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested: ***
The Township Auditorium (7)

Reason for interest: *

I am interested in becoming more involved in the community. When I saw there were vacancies on County Boards I felt this would be a great way to be of service to my community.

**Your characteristics/qualifications,
which would be an asset to**

Any additional information you wish to share:

Committee, Board or Commission: *

I am a lifelong resident of Columbia South Carolina. I have been a part of various arts groups here in Columbia and can lend my perspective on events that will draw the interest of the arts community. As a music educator, I can lend my expertise on events that will benefit the children of our community.

**Recommended by a Council
Member? ***

Yes No

Council Member name(s):

Hours willing to commit each month:
After 5 on Weekday, Weekends

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

*
 Yes No

Statement of Financial or Personal Interest

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

*
 Yes No

if so, describe:

Resume (1)

Resume

CCC - Resume - 8/27/2021 - The Township Auditorium (7) -

Signature

I understand that checking this box and entering my name constitutes a legal signature*

Applicant Information

First Name*

TINA

Last Name*

GREEN

Home Address* Apt

197 Windfall Rd

City*

BLYTHEWOOD

State*

SC

Zip*

29016

** Please enter a physical address. No PO Boxes. **

Work Address* Suite

1008 Fontaine Rd.

City*

Columbia

State*

SC

Zip*

29223

Number*

(803)665-9474

Type*

Mobile

Secondary Phone Type

Email Address*

tiles2@yahoo.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Bachelor's

Professional Background

I currently serve in the chief executive officer role at G&S Janitorial Services, INC, a small locally owned business established in 1988. I have been with the company for 9 years. During this time, I have grown in the areas of project management, vendor relations, quality control, bookkeeping and procurement.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested:*

Procurement Review Panel

Reason for interest: *

direct knowlegde of procurement processes in public and private sector

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

Currently knowledge in my job role

Any additional information you wish to share:

Recommended by a Council Member? *

Yes No

Council Member name(s):

Hours willing to commit each month:

20 hours

Conflict of Interest Policy

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

*
 Yes No

Statement of Financial or Personal Interest

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

*
 Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***
Tina Green

Submit

Richland County Council Request for Action

Subject:

I move to amend the Public Nuisance Ordinance to define “Public Places/Establishments” to include restaurants, taverns, lodges, parking lots and public places where children or students attend and/or normally congregate [DICKERSON – October 6, 2020]

Notes: I believe the language is sufficient to cover the intent of the motion, but Legal will be glad to amend the language as needed.

Section 18-7. Public Nuisances.

(a) Definitions.

- (1) *Business* means any commercial establishment, use, property or structure used in or part of a business or commercial use or establishment. *Business* does not include residential property.
- (2) *Continuous breach of the peace* means a pattern of repeated acts or conduct which either (a) directly disturbs the public peace or (b) disturbs the public peace by inciting or tending to incite violence.
- (3) *Public nuisance* means conduct, conditions, events, circumstances, or the unreasonable interference or the causing of unreasonable interference with rights of the public, wherever occurring, including, but not limited to, a business or commercial establishment, a public place, or where the public congregates or is invited or permitted to congregate.

Public nuisance includes those conditions or circumstances constituting a nuisance as set forth in S.C.Code Ann. Section 15-43-10; specifically, the construction, establishment, continuance, maintenance, use, ownership, occupation, the leasing or releasing of any property, building or other place used for the purposes of lewdness, assignation, prostitution, human trafficking, repeated acts of unlawful possession or sale of controlled substances, or continuous breach of the peace.

Public nuisance also includes and is founded upon the sound principle set forth in South Carolina case law that "if one maintains a place where the laws are publicly, repeatedly, persistently, and intentionally violated, then such place

would become a common or public nuisance." *State v. Turner*, 198 S.C.
499,505, 18 S.E.2d 376,
378 (1942).

Richland County Council Request for Action

Subject:

Clemson Rd. Sidewalk Phase 1 Contingency

Notes:

September 28, 2021 – The Committee recommended Council approve an additional 10% contingency amount for this project. This will be an additional \$26,990.00, bringing the total contract amount plus contingency amount to \$323,880.00.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Interim Director	
Department:	Transportation	Division:			
Date Prepared:	September 10, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	September 14, 2021	
Budget Review	James Hayes via email		Date:	September 13, 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	Transportation Ad Hoc				
Subject:	Clemson Rd. Ph. 1 Sidewalk Contingency				

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve an additional 10% contingency amount for this project. This will be an additional \$26,990.00, bringing the total contract amount plus total contingency amount to \$323,880.00.

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:

This additional 10% will come from the \$37,260.00 available in the current unencumbered construction funds for this project. (JL 13330219)

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 Clemson Rd. Ph. 1 Sidewalk Project consists of the installation of a 5'-wide sidewalk and associated ADA ramps, curb/gutter, and guardrail from Clemson Frontage Rd. to Percival Rd. This is approximately 0.5 miles of sidewalk.

During construction that is currently taking place, four issues have arisen that have caused the need for additional funding on this project:

1. There are four existing SCDOT traffic signal junction boxes in the path of the sidewalk that were not identified in the plans for relocation. SCDOT now requires that these boxes be relocated.
2. There are five existing SCDOT catch basin lids that will be incorporated into the sidewalk. These lids currently do not meet ADA compliance as far as having a maximum 2% cross-slope, so they must be adjusted to the correct slopes.
3. There is a concrete retaining wall shown on the plans along a portion of the sidewalk; however, during construction it has been determined that an additional 200' of wall is needed.
4. The quantity of concrete called for on the plans has been determined to be insufficient and does not match what is actually needed to complete the project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The cost to address the four items listed above is \$43,500. The original 10% contingency (\$26,990) will cover a portion of this cost; however, an additional \$16,510 is needed to cover this change order. Staff is requesting an additional 10% contingency increase to this project. This will cover the \$16,510 not covered by the original 10% contingency, and it will also cover any other issues that may arise during the remainder of the construction. Even with the addition of this extra 10% contingency, the project will still fall within the project's referendum amount.

ATTACHMENTS:

1. Proposed change order to cover the four items listed above.

Clemson Road Sidewalk Phase I Package S10 Project
RC- 400-B-2021 CO #001 Justification

This is a new requirement. This change order adds removing and relocating four (4) existing SCDOT junction boxes in the path of the sidewalk that were not identified in the original contract documents nor the plans. SCDOT requires that one of their approved contractors perform this work. This contractor will perform this work as a sub-contractor of Tolleson Limited Company, the Prime Contractor.

The change order removes and adjusts five (5) existing SCDOT catch basin lids, not identified in the original contract documents or plans, in order to meet the 2.0% slope requirement to properly tie into the sidewalk. The change order also extends the concrete partition by 200 Linear Feet from stations 20+60 to 21+60 and 22+25 to 22+90: where a 2:1 slope cannot be maintained due to the close proximity of the right of way.

Lastly, it was discovered that during the design of this project, the correct amount of quantities for the concrete sidewalk were not properly calculated and are not enough to complete the construction of the sidewalk. The total amount of sidewalk (1680 Linear Feet) required is 939 SY of concrete, but the planned amount during design is only 715 SY, so there is a shortage of 224 SY of concrete that needs to be added in order to complete the construction of the sidewalk. The current 715 SY of concrete only allows the sidewalk to be completed about 76% or 1276.8 of 1680 Linear Feet.

Recommendation: Approve the change order to remove and relocate four (4) existing SCDOT junction boxes in the path of the sidewalk, the adjustment of five (5) existing SCDOT catch basin lids, the extension of the partition wall by 200 Linear Feet and the additional 224 SY of concrete to complete the remainder of the sidewalk. None of these items was identified in the original contract documents nor the plans during the design phase of the project. The additional cost of \$43,500.00 is above the current contingency amount of \$26,990.00, in which an increase in contingency of about 6.117% or \$16,510.00 is also required to complete the project.

LINE ITEM/SCHEDULE ADJUSTMENT

LINE ITEM ADJUSTMENT

Original Contract Price:	<u>\$269,900.00</u>
Current Contract Price adjusted by previous Line Item Adjustments:	<u>\$269,900.00</u>
The Contract Price due to this Line Item Adjustment will be	
increased by:	<u>\$43,500.00</u>
decreased by:	<u>\$0.00</u>
The new Contract Price (including this Line Item Adjustment) will be:	<u>\$313,400.00</u>

SCHEDULE ADJUSTMENT

The Contract Time will be increased by: 0 Calendar Days

The new date for completion of all work will be: N/A

Requested By:
Tolleson Limited Company
305 Stoneridge Drive, Suite A
Columbia, SC 29210

Date: 9/8/2021

X 

Accepted By:
Richland County Transportation
2000 Hampton Street, Suite 3041
Columbia, SC 29204

Date: 09/09/2021

X *Rasheed Muwwakkil*

Accepted By:
Richland County
2020 Hampton Street
Columbia, SC 29204

Date: _____

X _____



LINE ITEM/SCHEDULE ADJUSTMENT

RICHLAND COUNTY
 Department of Transportation
 P.O. Box 192
 2000 Hampton St., Suite 3041
 Columbia, S.C. 29204

Order No: Change Order #001

Contract No: RC-400-B-2021

Project: Clemson Road Sidewalk Phase I Package S10 Project

Contractor: Tolleson Limited Company
 305 Stoneridge Drive / Columbia SC / 29210



The following changes are hereby made to the CONTRACT DOCUMENTS:

Item	Description	Add Quantity	Delete Quantity	Unit Type	Unit Price	Contract Increase	Contract Decrease
Removal of Items in Contract Not Required							
1	Items Required and Needed to be Added to Contract Remove and relocate four existing SCDOT junction boxes not identified in the original contract documents or plans.	4		EA	\$2,860.00	\$11,440.00	
2	Items Required and Needed to be Added to Contract Remove and readjust to grade five existing SCDOT drainage basins not identified in original contract documents or plans as items to be adjusted.	5		EA	\$2,600.00	\$13,000.00	
3	Items Required and Needed to be Added to Contract Furnish and provide additional approx 200 LF of concrete partition extnded along both ends STA 22+60 and 24+40.	200		LF	\$22.50	\$4,500.00	
4	Add additional Quantity of Concrete sidewalk (4 inch uniform) to complete entire length of sidewalk	224		SY	\$65.00	\$14,560.00	
Totals						\$43,500.00	\$0.00
Net Contract Increase/Decrease						\$43,500.00	\$0.00

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	SHEET SUBTOTALS
1	TITLE SHEET	1
2	QUANTITIES & PROJECT NOTES	1
3	TYPICAL SECTIONS AND MISC. DETAILS	1
4	RIGHT OF WAY DATA SHEET	1
6-9	PLAN SHEETS	4
EC1	EROSION CONTROL NOTES	1
SD1-SD7	SUPPLEMENTAL DRAWINGS	7
X1-X3	CROSS SECTIONS	3
TOTAL		19



TRANSPORTATION PROGRAM

PROPOSED PLANS FOR

RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM RPP 190

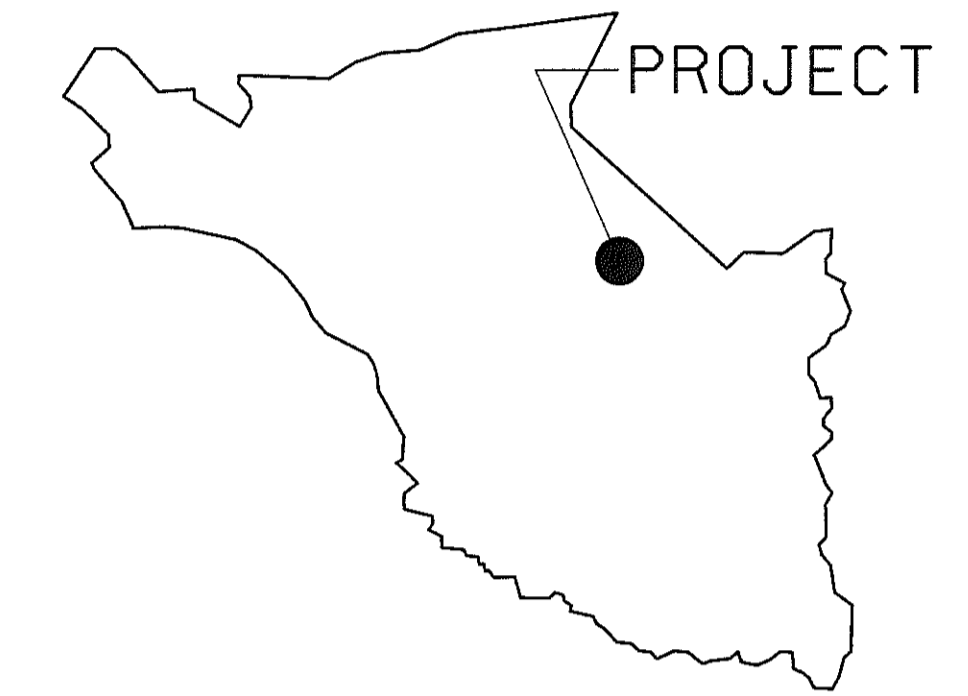
SIDEWALK PROJECT S-52 (CLEMSON RD)

BEGIN: S-2923 (CLEMSON FRONTAGE RD)

TO: SC HWY 12 (PERCIVAL RD)

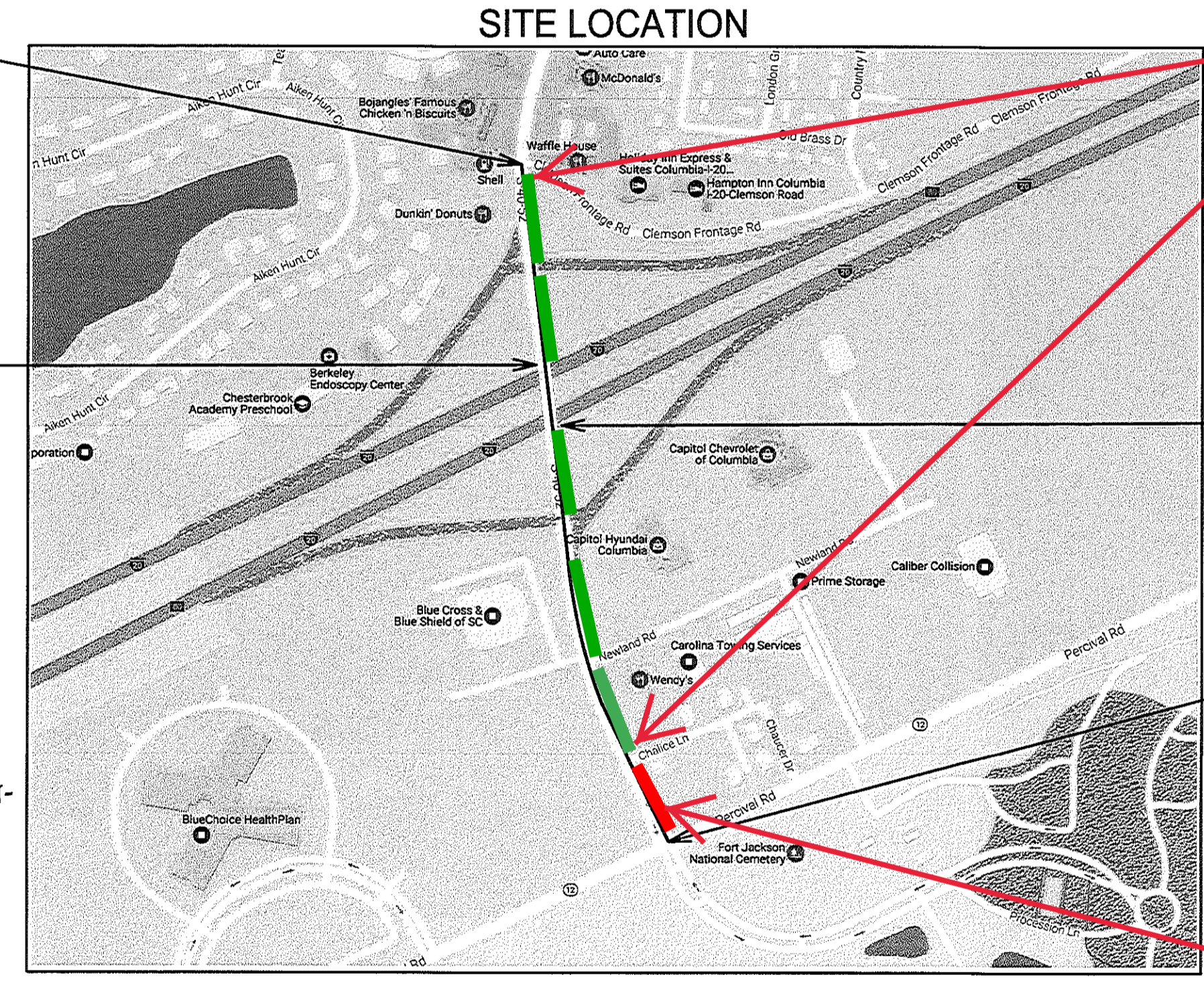
95% CONSTRUCTION PLANS

NPDES PERMIT INFORMATION	
Disturbed Area =	0.20 Acre(s)
Permitted Area =	0.20 Acre(s)
Approximate Location of Roadway is	
Begin Latitude	34° 05' 49"
Begin Longitude	80° 51' 22"
End Latitude	34° 05' 26"
End Longitude	80° 51' 16"



BEGIN PROJECT S-2923 (CLEMSON FRONTAGE RD) STA. 0+16.68

BEGIN EXEPTION STA. 6+61.25



ITEM #04 OF C/O
Amount of sidewalk planned during design.
Planned Qty = 715 SY

END EXEPTION STA. 10+01.21

END PROJECT SC HWY 12 (PERCIVAL RD) STA. 24+94.87

Total amount of sidewalk required to complete the project
Actual Amount = 939 SY - 715SY = 224 SY
Shortage = 224 SY

LAYOUT (NOT TO SCALE)

	S-52	TOTAL
NET LENGTH OF ROADWAY	0.405 MILES	0.405 MILES
NET LENGTH OF BRIDGES	0.000 MILES	0.000 MILES
NET LENGTH OF PROJECT	0.405 MILES	0.405 MILES
LENGTH OF EXCEPTIONS	0.064 MILES	0.064 MILES
GROSS LENGTH OF PROJECT	0.469 MILES	0.469 MILES

EQUALITIES IN STATIONING NONE

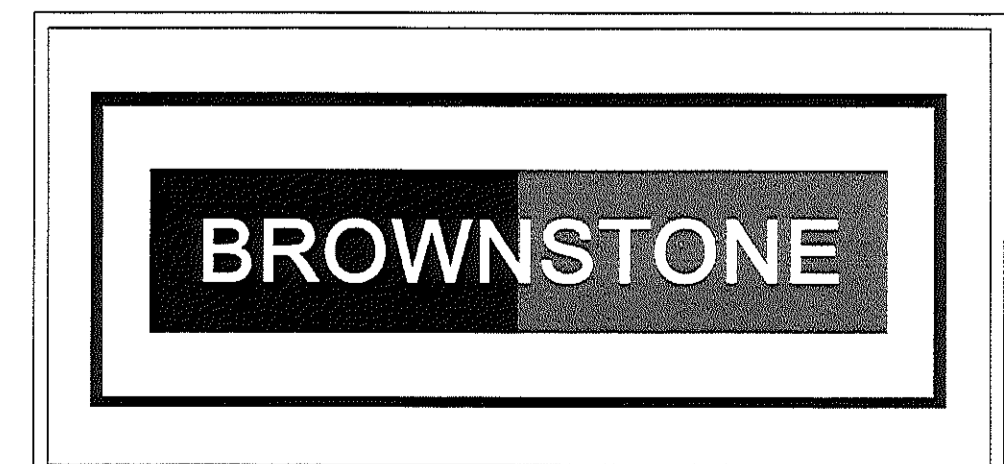
NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

RAILROAD INVOLVEMENT?
YES / NO

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

PERMIT INFORMATION		
SWPPP	___YES	<u>X</u> NO
SCDOT ENCROACHMENT PERMIT	<u>X</u> YES	___NO

Engineering Approval
Richland County Department of Public Works-Engineering
Richland County Engineering has reviewed the enclosed plans and they have been determined to be compliant with SCDHEC and Richland County. All work to be conducted shall be pursuant to the approved, stamped plans and any revisions, amendments and/or additions need to be submitted for review and approval prior to any work being commenced.
October 2, 2018 Webster H. Lyons



ENGINEER OF RECORD
FOR CONSTRUCTION: John Perry May Jr. 12/15/17 DATE

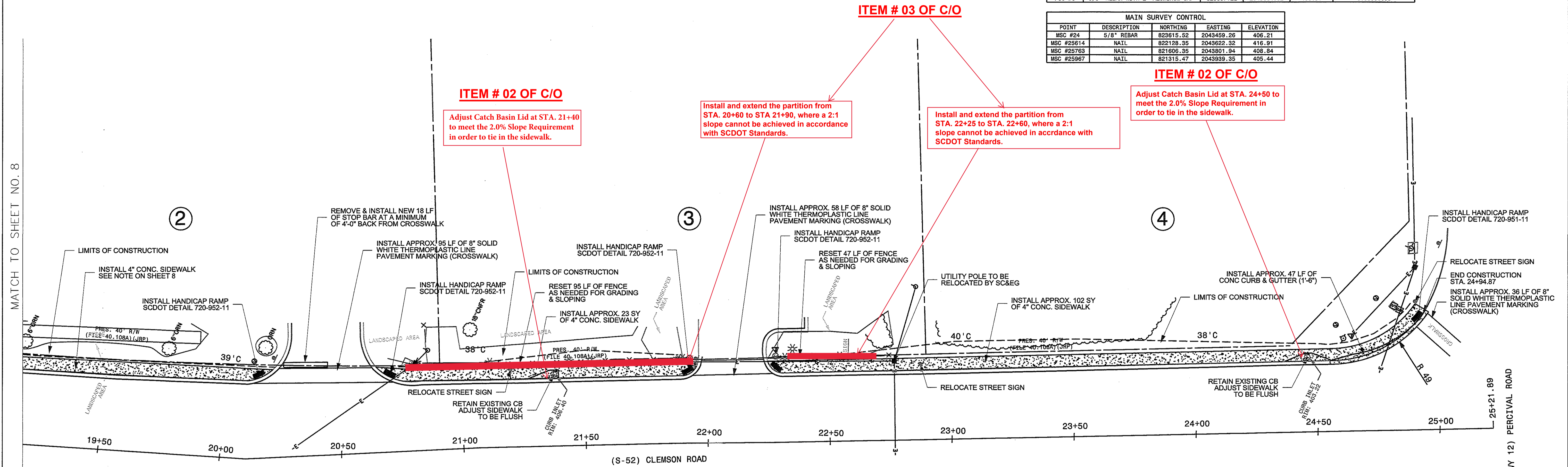
TRACT	NAME	ADDRESS
2	NEWPORT VILLAGE APARTMENTS LLC	100 NEWLAND RD
3	SPARKLEBERRY HILL APARTMENTS	100 CHALICE LN
4	JAISY & SAHIL IV LLC	4201 PERCIVAL RD

NOTES:
 1. THE LOCATION OF THE RIGHT-OF-WAY OF (S-52) CLEMSON ROAD AS SHOWN HEREON IS BASED ON INFORMATION OBTAINED FROM S.C.D.O.T., FILE 40.108A. THE LOCATION OF ALL OTHER PROPERTY LINES AND RIGHTS-OF-WAY SHOWN HEREON IS BASED ENTIRELY ON INFORMATION OBTAINED FROM THE RICHLAND COUNTY GIS WEBSITE AND HAS NOT BEEN VERIFIED.
 2. ALL USERS OF THE CONTROL POINTS LISTED BELOW SHALL BE REQUIRED TO CHECK BETWEEN THEM, IN

DATUM DESCRIPTION:
 THE GRID COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON NAD 83 (2011) SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM. A COMBINED SCALE FACTOR FOR EACH PRIMARY SURVEY CONTROL POINT IS GIVEN AND MUST BE APPLIED TO HORIZONTAL GROUND DISTANCES. ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD 83 VALUES FROM PSC #5 WITH AN ELEVATION OF 414.85'.

PRIMARY SURVEY CONTROL					
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION	COMBINED SCALE FACTOR
PSC #5	5/8" REBAR WITH 2" ALUMINUM CAP	822677.12	2043664.60	414.85	0.99980611
PSC #6	5/8" REBAR WITH 2" ALUMINUM CAP	823087.22	2043604.02	408.91	0.99980655

MAIN SURVEY CONTROL					
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION	
MSC #24	5/8" REBAR	823615.52	2043459.26	406.21	
MSC #25614	NAIL	822128.35	2043622.32	416.91	
MSC #25763	NAIL	821606.35	2043801.94	408.84	
MSC #25967	NAIL	821315.47	2043939.35	405.44	



MATCH TO SHEET NO. 8

NOTES:

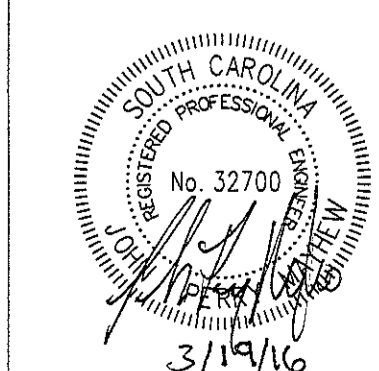
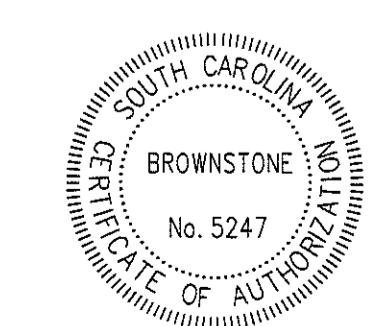
- CONTRACTOR TO REMOVE TREES AND SHRUBS AS NEEDED WITHIN R/W AFTER RECEIPT OF APPROVAL FROM RESIDENT CONSTRUCTION ENGINEER.
- ALL REMOVAL/DISPOSAL & NEW CONSTRUCTION AREAS SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL AREAS PRIOR TO COMMENCING REMOVAL.
- SIGNS SHALL BE REINSTALLED AS SOON AS POSSIBLE UPON REMOVAL TO MINIMIZE DOWN TIME.

SIGN LEGEND	
STATION	DESCRIPTION
20+22	RETAIN STOP SIGN
21+18	RELOCATE I-20 JUNCTION SIGN AS NEEDED
21+94	RETAIN STOP SIGN
22+86	RELOCATE 45 MPH SIGN AS NEEDED
24+89	RELOCATE YIELD SIGN AS NEEDED

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
7			
6			
5			
4			
3			
2	SCDOT	9.23.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT
1	SCDOT	9.2.2017	SCDOT COMMENTS FOR ENCROACHMENT PERMIT



DESIGNED BY JS DATE _____
 DRAWN BY JS DATE _____
 CHECKED BY PM DATE _____



Engineering **Approval**

Richland County Department of Public Works-Engineering

Richland County Engineering has reviewed the enclosed plans and they have been determined to be compliant with SCDHEC and Richland County. All work to be conducted shall be pursuant to the approved, stamped plans and any revisions, amendments and/or additions need to be submitted for review and approval prior to any work being commenced.

October 2, 2018 Webster H. Lyons

RICHLAND COUNTY
 TRANSPORTATION PENNY PROGRAM

S-52 (CLEMSON RD)
 PLAN VIEW

Richland County Council Request for Action

Subject:

Dirt Rd. Package L

Notes:

September 28, 2021 – The Committee recommended Council approve the award of the Dirt Road Package L paving project to Palmetto Sitework Services in the amount of \$584,681.99 with a 15% contingency of \$87,702.29 for a total amount of \$672,384.28.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	August 03, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	September 13, 2021
Budget Review	James Hayes via email	Date:	September 09, 2032
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	Transportation Ad Hoc		
Subject:	Dirt Road Package L		

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the award of the Dirt Road Package L paving project to Palmetto Sitework Services in the amount of \$584,681.99 with a 15% contingency of \$87,702.29 for a total amount of \$672,384.28

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:

This will come from the \$3,961,923 requested in new FY22 funds. (JL 13320302)

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 Dirt Road Package L project consists of the paving of Dogwood Shores Ln, Lake Dogwood Cir, and Wider Rd. This is approximately 0.71 miles of roadway, and these roadways are in District 11.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project is \$819,718.73. Staff is requesting a 15% contingency for this project. The previous program management team typically included 10% contingencies on projects, but a minimum 15% contingency is a more common industry practice and a practice typically followed by other County departments.

ATTACHMENTS:

1. Procurement Award Recommendation Letter
2. Dirt Road Package L Bid Tab

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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

Attachment 1



July 20, 2021

Re: Richland County Dirt Road Package L RC-444-B-2021

Dear Mr. Maloney:

A virtual bid opening was held at 3:00 p.m. EDT on Thursday, July 15, 2021 via the Richland County's online bidding system (Bonfire) for the project referenced above. The Richland County Procurement and Contracting Office have reviewed the bids received, which were submitted via Bonfire and found no discrepancies. The bid(s) received were as follows:

Cherokee, Inc.	\$ 843,828.75
Corley Construction Company, LLC	\$ 1,016,998.55
McClam and Associates Inc.	\$ 742,932.60
Palmetto Sitework Services	\$ 584,681.99

Further review shows that Palmetto Sitework Services is duly licensed in South Carolina to perform this work. A copy of their license is available.

A non-mandatory pre-bid conference was held at 10:00 a.m. on June 9, 2021 to allow attendees to gain information and bidding directives for the project.

Attached is the final bid tab sheet for your reference, which indicates Palmetto Sitework Services is 28.7% lower than the engineer's estimate of \$ 819,718.73.

I recommend that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Sitework Services.

Sincerely,

Virginia Goodson

Virginia Goodson

Contract Specialist

CC: Jennifer Wladischkin, Procurement Manager

Erica Wade, OSBO Manager

Total Cost	Cherokee, Inc. \$ 843,828.75	Corley Construction Company, LLC \$1,016,998.55	McClam and Associates Inc \$742,932.60	Palmetto Sitework Services \$ 584,681.99
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Richland County Council Request for Action

Subject:

Lower Richland Rescope

Notes:

September 28, 2021 – The Committee recommended Council approve the rescope of the Lower Richland Blvd. Widening project based on Alternative 3, not to exceed \$8.2 million.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	September 13, 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 15, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Lower Richland Blvd. Rescope		

STAFF’S RECOMMENDED ACTION:

Staff requests Council to approve the rescope of the Lower Richland Blvd. Widening project based on Alternative 3, not to exceed \$8.2 million.

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 funding to complete the remaining design will come from the \$681,239 in unencumbered funds that will roll into FY22 from FY21 funds. (JL 13320009-536700) Design will take at least a year to finalize. Funds to complete the construction on this project will be requested for FY23.

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:

When the program was descope in 2020, this project was descope to just re-evaluate the traffic along the roadway. This was done because a new gas station was built at the intersection of Lower Richland Blvd. and Garners Ferry Rd, and during this construction the lanes at the intersection were altered and their usages changed. We asked our On-Call Engineering Team (OET) to evaluate the new configuration and provide a recommendation on what the scope of the project should be.

The OET has provided the following recommendations for the project, based on the current traffic and also based on a 20-year traffic model.

1. Widen the existing road from 3 lanes to 5 lanes from Garners Ferry Rd. up to the Sheriff's Substation just past the Lower Richland High School entrance. Also install sidewalk along this section of roadway.
2. Widen the existing road from 2 to 3 lanes from the Sheriff's Substation up to Rabbit Run, and
3. Install a roundabout at the intersection of Lower Richland Blvd. and Rabbit Run.

The following are the four alternatives for improving Lower Richland Boulevard.

1. Completing the widening to full 5 lanes with a roundabout at Rabbit Run
2. Completing the widening to full 5 lanes with a signal at Rabbit Run
3. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run
4. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a signal at Rabbit Run

Based on staff's assessment of the data, staff is advising Alternative 3: Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run.

The total anticipated cost to complete this project is broken down below.

1. \$341,015 has been spent to date on preliminary design and internal staff costs
2. \$7,607,700 is the cost estimate to complete the design, ROW acquisition, Utility costs, construction costs and CE&I (inspection) costs
3. \$100,000 is anticipated to complete material testing
4. \$100,000 is anticipated to cover internal staff costs for the remainder of the project.

The original referendum amount for this project was \$6,100,000. The new estimate of \$8.1M is \$2M above referendum. Council approved a rescoping plan in July 2021, which after rescoping still anticipated approximately \$15.2M in reserve funds. Approving the additional \$2M for Lower Richland Blvd. will still leave approximately \$13.2M in reserve funds. These funds should remain in reserve to provide a contingency to cover any unforeseen circumstances that may arise on remaining projects.

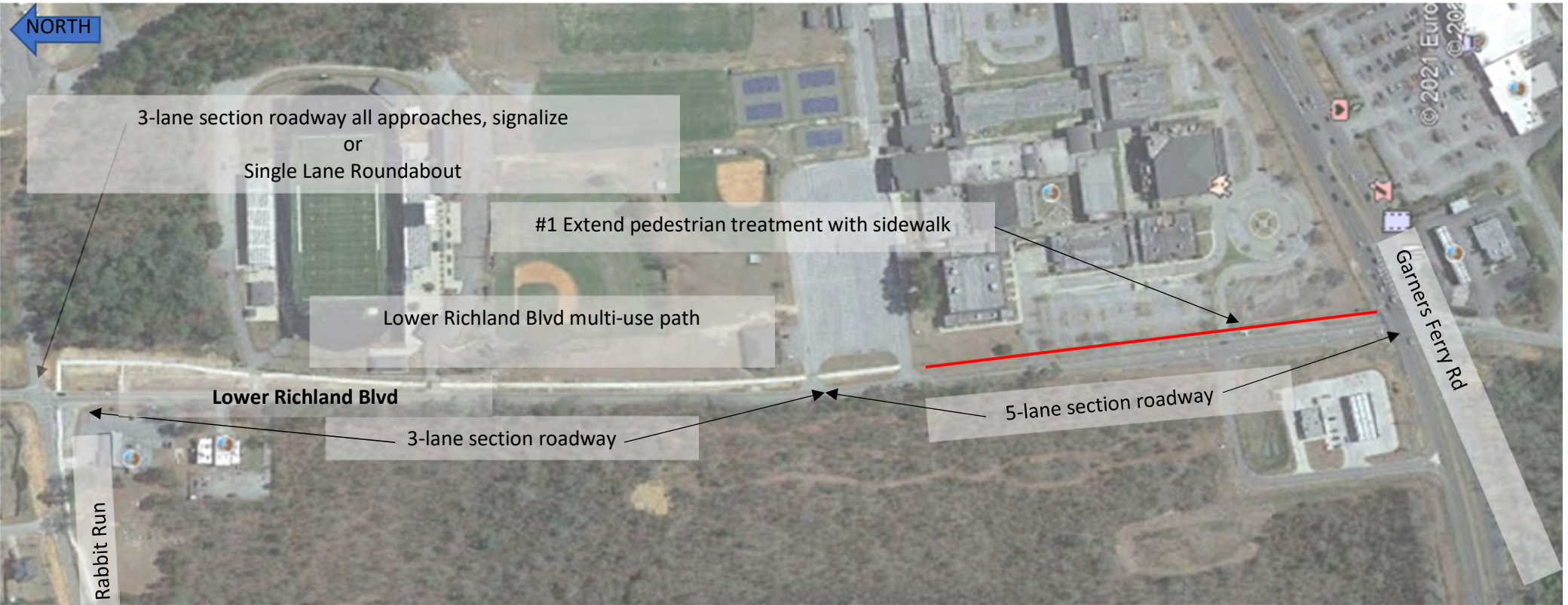
ADDITIONAL COMMENTS FOR CONSIDERATION:

The attachment 1 cost breakdown shows four alternatives:

1. Completing the widening to full 5 lanes with a roundabout at Rabbit Run
2. Completing the widening to full 5 lanes with a signal at Rabbit Run
3. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a roundabout at Rabbit Run
4. Completing the widening to 5 lanes between Garners Ferry and the Sheriff's Substation and to 3 lanes between the Substation and Rabbit Run, with a signal at Rabbit Run

ATTACHMENTS:

1. Cost Breakdown
2. Proposed Project Exhibit for alternative 3, which is the recommended alternative



Lower Richland Blvd. Widening Alternative Cost Estimates

9/13/2021 (Inflation should be added to estimates for every year after 2023)

All Alternatives include some improvements at Garners Ferry Rd to address alignment - full 5 lane section not utilized until widening of south leg of LR Blvd	Alternative 1 Full 5 Lane Widening + Roundabout @ Rabbit Run	Alternative 2 Full 5 Lane Widening + Signal @ Rabbit Run	Alternative 3 5 to 3 Lane Widening + Roundabout @ Rabbit Run	Alternative 4 5 to 3 Lane Widening + Signal @ Rabbit Run
Roadway Construction	\$ 5,500,000.00	\$ 5,600,000.00	\$ 5,000,000.00	\$ 5,100,000.00
Roadway Construction Contingencies (20%)	\$ 1,100,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 1,020,000.00
Right Of Way	\$ 62,000.00	\$ 64,000.00	\$ 60,000.00	\$ 62,000.00
Roundabout Lighting	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
Utilities (10%)	\$ 550,000.00	\$ 560,000.00	\$ 500,000.00	\$ 510,000.00
CEI (10%)	\$ 550,000.00	\$ 560,000.00	\$ 500,000.00	\$ 510,000.00
Construction Sub-Total	\$ 7,812,000.00	\$ 7,904,000.00	\$ 7,110,000.00	\$ 7,202,000.00
Engineering & Design (7% of Construction Total)	\$ 546,840.00	\$ 553,280.00	\$ 497,700.00	\$ 504,140.00
Total Estimated Project Cost	\$ 8,358,840.00	\$ 8,457,280.00	\$ 7,607,700.00	\$ 7,706,140.00

Richland County Council Request for Action

Subject:

Mitigation Credit Sales - Encompass Health Rehabilitation Hospital

Notes:

September 28, 2021 – The Committee recommended Council to approve moving with the credit sales.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney	Title:	Interim Director
Department:	Transportation	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 15, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Mitigation Credit Sales – Encompass Health Rehabilitation Hospital		

STAFF’S RECOMMENDED ACTION:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Request for Council Reconsideration: Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

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 mitigation credit sale will generate \$92,136.47 which will be credited to the Transportation Penny Program.

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:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Encompass Health South Carolina Real Estate, LLC for an Army Corps of Engineers (ACE) 404 Permit to facilitate the construction of a new rehabilitation hospital in an unnamed tributary to Kinley Creek in Richland County. The applicant is requesting 4.90 wetland and 0.0 stream mitigation credits to fulfill the permitting requirements.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction for projects with water resource impacts need mitigation credits to obtain permits. It is more cost effective when mitigation credits are available. As surplus mitigation credits are sold, the price for credits utilized for County projects is reduced. The requested mitigation credit sales provide for the acquisition of construction permits required for transportation and other projects as well as to replenish funds spent on the creation of the mitigation credits.

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on August 23, 2021. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$92,136.47 to \$21,576.47 for a difference of \$70,560.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Regular Session County Council Meeting on April 6, 2021 and the Special Called Session on December 8, 2020. All related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. MCMB Credit Sale Checklist Encompass Health
2. MCMB Encompass Sales Agreement
3. County Council Regular Session, April 6, 2021 – Minutes
4. County Council Special Called Session, December 8, 2020 – Minutes

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Project Blazer – rehabilitation hospital
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050109 (Saluda River)
<u>Buyer:</u>	Encompass Health South Carolina Real Estate, LLC
<u>Buyer's USACE 404 Permit #:</u>	SAC-2020-00810
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	NA
<u>Wetland Credits:</u>	4.90 credits (2.45 restoration/enhancement & 2.45 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$98,000.00
<u>Richland County Credit Share:</u>	\$90,160.00 (92% of \$98,000.00)
<u>MCMH Credit Share:</u>	\$7,840.00 (8% of \$98,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$9,882.35
<u>Richland County Fee Share:</u>	\$1,976.47 (20% of \$9,882.35)
<u>MCMH Fee Share:</u>	\$7,905.88 (80% of \$9,882.35)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$107,882.35
<u>Richland County Proceeds Share:</u>	\$92,136.47
<u>MCMH Proceeds Share:</u>	\$15,745.88

AGREEMENT FOR PURCHASE AND SALE OF STREAM
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this 4th day of August, 2021 (the "Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Upon receiving Corps approval, Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as "Project Blazer" pursuant to USACE Charleston District permit SAC-2020-

00810 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. On the Closing Date (as defined in Section 7 below), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller (a) ZERO and 00/100 (0.00) stream restoration/enhancement credits and ZERO and 00/100 (0.00) stream preservation credits (the “Stream Credits”); and, (b) TWO and 45/100 (2.45) freshwater wetland enhancement/restoration mitigation credit and TWO and 45/100 (2.45) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Within three business days of receipt of a countersigned electronic copy of this Agreement from Purchaser as provided in Section 9(m) hereof, Seller shall provide Purchaser with an invoice (the “Invoice”) for the Purchase Price (as defined in Section 4 below), and Purchaser shall remit payment of the hereinafter defined Deposit as provided in Section 5 and the hereinafter defined Residual Purchase Price as provided in Section 6. Upon receipt of such payments, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

3. Fee for Out of Primary Service Area Credit Sales. Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.4941176 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank’s ledger due to the Permitted Project’s location outside

the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.00 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below. For avoidance of doubt, Purchaser's use of the Credits from the Bank to offset Purchaser's unavoidable impacts occurring outside of the Bank's Watershed is expressly conditioned upon approval by the Corps of the use of such Credits, and Seller makes no representation, warranty or covenant that the use of such Credits will be acceptable to the Corps absent such Corps approval.

4. Purchase Price. The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of NINETY-EIGHT THOUSAND and 00/100 (\$98,000.00); and, (c) Adjacent 8-digit HUC Fee of NINE THOUSAND EIGHT HUNDRED EIGHTY-TWO AND 35/100 (\$9,882.35), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO and 35/100 (\$107,882.35) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits. The Purchase Price shall be payable as set forth in Section 5 and Section 6 of this Agreement.

5. Deposit. Within 14 days of its receipt of the Invoice, Purchaser shall deliver to Seller a nonrefundable deposit in the amount of ten percent (10%) of the Purchase Price, or Ten Thousand Seven Hundred Eighty-Eight and 24/100 Dollars (\$10,788.24) (the "Deposit"). Upon receiving the Deposit, Seller shall set aside and reserve the Credits for the benefit of Purchaser. In the event that Purchaser fails to deliver the Deposit within such time period, Seller shall have the right to terminate this Agreement by providing written notice to Purchaser, and the parties shall have no further obligations to each other hereunder.

6. Payment in Full.

(a) Purchaser may deliver to Seller the hereinafter defined Residual Purchase Price on or before the date which is ninety (90) days after the Effective Date of this Agreement (the "Reservation Expiration Date"). The "Residual Purchase Price" shall be an amount equal to Ninety-Seven Thousand Ninety-Four and 11/100 U.S. Dollars (\$97,094.11), calculated as the

Purchase Price less the Deposit.

(b) Purchaser shall have the right to terminate this Agreement with or without cause at any time prior to the Reservation Expiration Date by providing written notice to Seller.

(c) If Purchaser does not terminate this Agreement pursuant to Section 6(b) and Seller does not receive the Residual Purchase Price on or prior to the Reservation Expiration Date, Seller shall have the right to terminate this Agreement by written notice to Purchaser.

(d) Upon a termination of this Agreement by either Seller or Purchaser as provided in Section 6(b) and Section 6(c), Seller shall be entitled to retain the Deposit as liquidated damages, and the parties shall have no further obligations to each other hereunder. The foregoing liquidated damages shall be Seller's sole remedy under this Agreement.

(e) If Seller receives the Residual Purchase Price prior to the Reservation Expiration Date, Seller shall deliver the Credits to Purchaser as provided in Section 7 below.

7. Delivery of Credits. Within three (3) business days of receiving the Residual Purchase Price (such date, the "Closing Date"), Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

8. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, government agency, or arbitrator that would adversely affect Seller's ability to comply with the obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell

any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

9. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC
3414 Peachtree Road NE, STE 990
Atlanta, Georgia 30326

With a copy to:

The Lyme Timber Company LP
General Counsel
23 South Main Street, 3rd Floor
Hanover, NH 03755

Purchaser: Encompass Health South Carolina Real Estate, LLC

Attention: Thomas Boyle
9001 Liberty Parkway
Birmingham, AL 25423

With a copy to:

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to

recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.


(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(l) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.

(m) Deadline for Acceptance. This Agreement is an offer made by Seller which, if not accepted by the Purchaser by forwarding a signed copy of this Agreement to Seller electronically at thompson@ecocapitaladvisors.com on or before 5:00pm ET on Friday, August 6, 2021, followed by an executed original by U.S. mail, is withdrawn and is null, void and of no effect.

WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: 
Printed: Charles B. Thompson
Its: Authorized Representative

PURCHASER: ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC

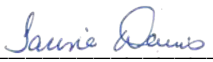
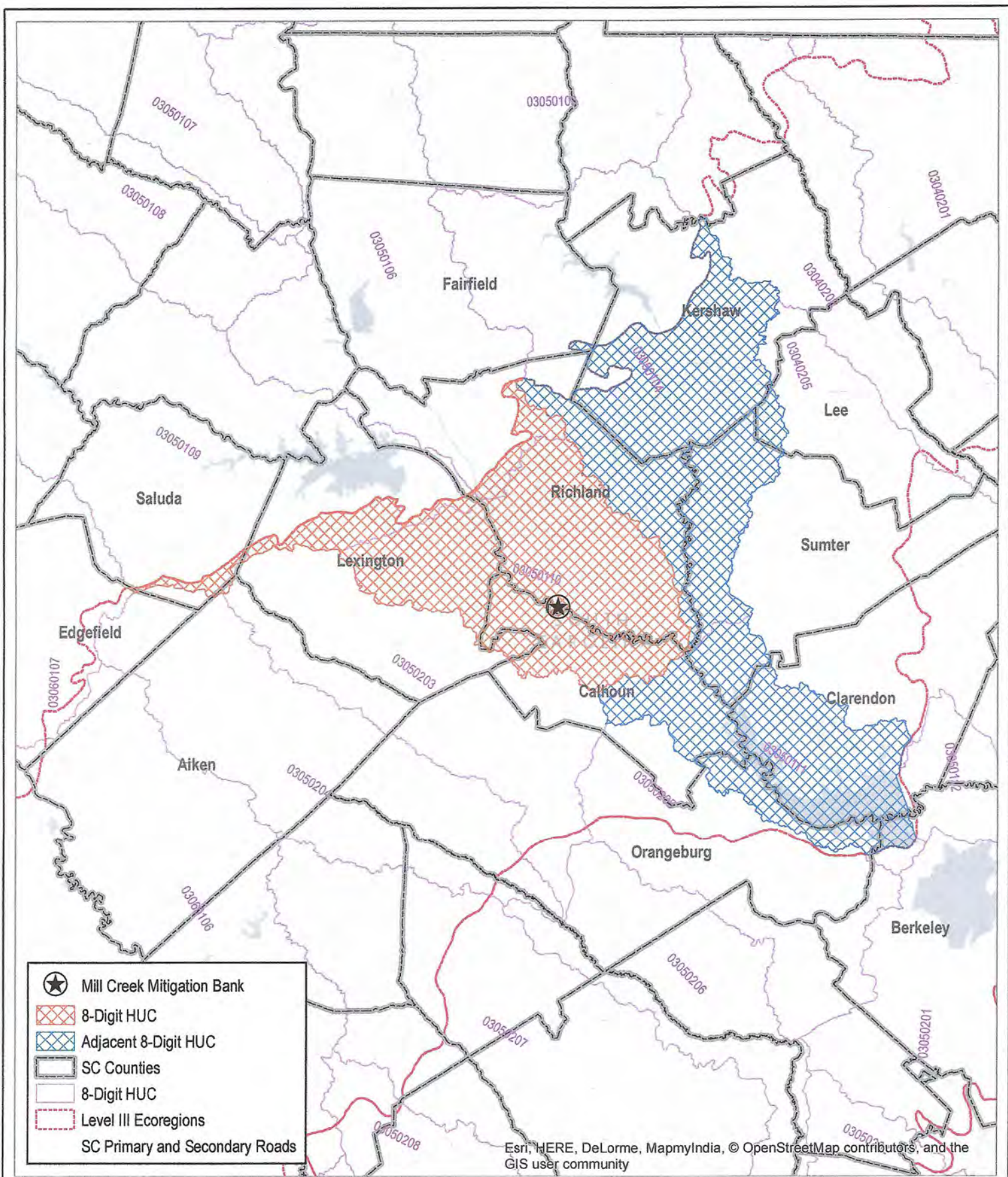
By: 
Printed: Sarina Davis
Its: Authorized Representative

EXHIBIT A

[Attach map of Service Area]



TIDEWATER
 A **JMT** Division
 952 Houston Northcutt Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 556-2824 Fx: (843) 556-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

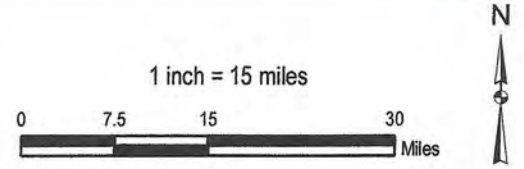


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of _____, 2021, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and ENCOMPASS HEALTH SOUTH CAROLINA REAL ESTATE, LLC, a Delaware limited liability company ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated August 3, 2021 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ZERO and 00/100 (0.00) Stream Credits and FOUR and 90/100 (4.90) Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: _____

Printed:

Its:

licenses without the license being considered expired.

Mr. Malinowski inquired if their business license was in order with Richland County.

Ms. Wladischkin responded in the affirmative.

In Favor: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, and English.

Opposed: Malinowski and J. Walker

No Present: Newton

The vote was in favor.

- b. Mitigation Bank Credit Sale – Mr. O. Walker stated the committee recommended to approve the credit sale.

Ms. English inquired where the funds received will go.

Mr. Niermeier responded the funds will go back into the Penny Tax account. The money is for the whole of the program, and is also used to pay back the initial expenses of buying the land and the cost of the partnership with Mill Creek Mitigation Bank.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, O. Walker, Mackey, and English.

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. McBride, to reconsider items 18 (a) and (b).

In Favor: Malinowski and J. Walker

Opposed: Pugh, McBride, Livingston, Terracio, Barron, O. Walker, Mackey, and English.

Not Present: Newton

The motion for reconsideration failed.

20. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE

- a. Detainee Phone System – Ms. Terracio stated the committee agreed the rate should be \$0.10/minute. Any money, after the cost of providing the service, should be kept within the Detention Center budget in order to create training and enrichment programs for detainees.

Mr. Myers stated the Jail Management System was also a part of the recommendation. The phone company gives a Technology Grant, which basically comes out of the commission. They are going to pay for the detention center to have a new Jail Management System.

**Regular Session
April 6, 2021**

Present But Not Voting: Dickerson

Not present: Kennedy

The vote was in favor.

- b. Mitigation Credit Sales - Weyerhaeuser NR Company, I-26 Interchange Widening II – Mr. Manning stated the committee unanimously recommended the sale of these credits sales to Weyerhaeuser NR Company in the amount of \$189,520.94.

In Favor: Malinowski, McBride, Livingston, Terracio, Manning,

Opposed: Walker, Myers, Newton

Not Present: Kennedy

Present Not Voting: Dickerson

The vote was in favor.

Ms. Myers noted she wanted the record to reflect that she was not present at the committee meeting, but would have voted in opposition had she been present.

Mr. Manning moved, seconded by Ms. McBride, to reconsider Items 19(a) and (b).

In favor: Malinowski, Walker, Myers, Newton

Opposed: McBride, Livingston, Terracio, Manning,

Not Present: Kennedy

Present But Not Voting: Dickerson

The motion for reconsideration failed.

- c. FY21 Transportation BAN/BOND – Mr. Manning stated the committee recommended for approval of the resolution, to bond for \$100M, pay down \$25M of outstanding debt from the last Transportation BAN due in February 2021.

Mr. Malinowski noted, on p. 503, we have a staff recommended action that gives us two choices, but there is no real recommendation.

Mr. Manning responded, when it went to committee, we asked for clarification. The clarification they gave us is in the motion he reported out of committee.

Mr. Malinowski stated, on p. 504, it says the original ordinance does not require a resolution, but staff is proposing that we draft a resolution. What is the reason?

Mr. Jones responded, when discussing the requirement of a resolution, the conclusion of Administration, and the Chair, was that it would be best for Council to see all this again and go ahead

**Special Called Meeting
December 8, 2020**

Richland County Council Request for Action

Subject:

Community Outreach and Awareness Efforts:

1. Incentive Program

Notes:

September 29, 2021 – The Committee recommended Council approve implementing a pilot program by October 30th to incentivize the vaccination program, and to coordinate with the University of South Carolina and The Meeting Place to incentivize vaccination to 250 persons with a \$100 debit gift card.



7/30/2021

M E M O R A N D U M

To: Governors and Staff
From: Brittney Roy, Program Director for Public Health
Michelle LeBlanc, Public Health Policy Analyst
Re: COVID-19 Vaccine Incentives

Dear Governor,

The purpose of this memo is to provide an update on COVID-19 vaccine incentives developed to increase vaccination rates across the country. This memo includes information on state led incentives. Please note that vaccination incentives are a relatively novel topic in public policy, and it is not known to what extent incentives can drive increases in vaccinations, but there are some early indications that the right incentive can help.

State Incentives

Alabama

- The [Talladega Superspeedway](#) is offering people aged 16 and older who choose to be tested and/or vaccinated the thrill of driving their car or truck on the 2.66-mile track. Drivers and their riders will take two laps behind a pace car at highway speed, including the 33-degree-high banks.
- To promote vaccination, the Alabama Department of Public Health (ADPH) is sponsoring a [TikTok contest](#) for persons between the ages of 13 and 29 to encourage vaccination against COVID-19 before the beginning of the school year. TikTok videos can be submitted between July 16 – August 6, 2021. A panel of judges composed of advertising professionals and ADPH personnel will select four winners who will each be awarded a \$250 Visa gift card.

Arkansas

- Executive branch state agency employees who get at least one dose of the COVID-19 vaccine by July 1 will receive a \$100 bonus.
- Starting [May 26](#), Arkansans who get a COVID-19 vaccination can receive a \$20 Arkansas [Game](#) and Fish certificate for fishing/hunting licenses or a \$20 [lottery](#) ticket that could win a million dollars.

California “[Vax for the Win](#)”

- 10 winners selected on June 15 to win cash prizes of \$1.5 million each. Any Californian ages 12 or over who has had at least one dose of the vaccine will be eligible to win -- no

entry necessary. If a minor wins, the funds will be put into a savings account until they turn 18;

- 30 winners selected on “\$50,000 Fridays.” Fifteen winners will be selected on June 4 and fifteen more will be chosen on June 11 to win a \$50,000 cash prize each. If a minor wins, the funds will be put into a savings account until they turn 18;
- The next 2 million Californians who begin and complete their COVID-19 vaccinations, starting Thursday, will be eligible to receive a \$50 virtual prepaid card or a \$50 grocery gift card for Kroger or Albertsons while supplies last.
- On July 1, California will give away 6 vacations, including hotels, food and entertainment for up to four.
 - See the Giants play in [San Francisco](#)
 - Enjoy a spa in [Palm Springs](#)
 - Say hi to Mickey at Disneyland in [Anaheim](#)
 - Watch the Lakers play in [Los Angeles](#)
 - Learn to surf in [San Diego](#)
 - Plus \$2,000 for expenses. All vaccinated Californians 18 and over are automatically entered to win!

Colorado

- The [Colorado Department of Corrections](#) has announced it will provide \$500 any of its more than 6,000 staff members who gets fully vaccinated against the coronavirus.
- [Colorado Comeback Cash](#)
The Colorado Lottery will conduct a random weekly drawing on behalf of the Colorado Department of Health & Environment to identify one vaccinated Colorado resident each week to win a million-dollar cash prize. All Colorado residents age 18 and older who have received at least one dose of COVID-19 vaccine, as determined by eligibility rules, are automatically entered into the drawing.
 - Coloradans age 12 to 17 can now win \$50,000 toward college tuition or other postsecondary education. Each week for five weeks, five eligible Coloradans will each be selected to win a \$50,000 scholarship. Teens who have received at least one dose of a COVID-19 vaccine may be eligible for the scholarship drawing.

Connecticut

- The [Connecticut Restaurant Association](#) is partnering with Governor Ned Lamont and the State of Connecticut to launch the #CTDrinksOnUs campaign, where participating Connecticut restaurants will offer complimentary drinks to vaccinated patrons beginning May 19.
- [#CTSummerOnUs](#): Residents can enjoy events held across the state and possibly free food in certain restaurants and venues. #CTSummerOnUs includes the following initiatives:

- Make A Splash, Get Vaxxed: Get your first dose at a DPH Van clinic and receive a ticket for free admission to Quassy Amusement Park.
- CT Food On Us: Enjoy free food when you get vaccinated at select special events, including:
 - Food trucks at the Long Wharf Pier in New Haven
 - More options coming soon!
- CT Fun On Us: Receive free admission and perks when you get vaccinated at special events across CT, including:
 - Hartford Yard Goats
 - Beardsley Zoo
 - Mystic Aquarium
 - CT Science Center
 - Mystic Seaport
 - Maritime Aquarium
- Rock the Shot: Residents 18+ who have gotten at least one dose of a COVID vaccine are eligible to enter a drawing to win concert tickets

Delaware

- [Delaware](#) officials are offering to inmates five days of good time credits, a free video visit, snack bag or a special meal, and an opportunity to be scheduled first for in-person visitations when they resume.
- [DE Wins](#)
 - Delawareans 12 to 17 who receive a vaccine in Delaware will be entered into a raffle for a full scholarship to a Delaware university.
 - Delawareans 18 and older vaccinated in Delaware between May 25 and June 29 will have the opportunity to win cash prizes.
 - Other prizes include tickets to Firefly, four-day vacations at destinations in Delaware, a dart pass for a year, and free tolls within the state of Delaware.
 - All Delawareans who have been vaccinated in Delaware are eligible to win \$302,000 and two low-number license plates.
 - Delaware officials are offering to reimburse bars, restaurants, and shops that offer discounts, freebies or other incentives to customers who get vaccinated.

[Guam](#)

If you are fully vaccinated on Guam and live there, you can enter for a chance to win one of six cars, \$10,000 cash, or other great prizes weekly starting on June 16 until Liberation Day (July 21).

Hawaii

- At a [70% vaccination rate](#), all restrictions will be terminated, including social gatherings, travel restrictions, and restaurant capacity limits.
- [#HiGotVaccinated](#): Residents who receive at least one COVID-19 vaccination shot of Moderna or Pfizer or Johnson & Johnson, are eligible to enter from any island/county in Hawaii. Prizes include:
 - 100,000 HawaiianMiles courtesy of Hawaiian Airlines (10 prizes will be awarded)
 - 50 roundtrip tickets courtesy of Southwest
 - 1 million Marriot Bonvoy points courtesy of Marriot Bonvoy (10 prizes will be awarded)
 - Two roundtrip tickets courtesy of American Airlines (4 prizes will be awarded)
 - One-year auto lease on a quality SUV or Sedan courtesy of AutoSource Hawaii
 - \$6,000 gift card to Zippy's courtesy of Zippy's (1 prize will be awarded)
 - Kahala Hotel & Resort Staycation Package courtesy of The Kahala Hotel & Resort
 - Vacations Hawaii Vegas Package for Two courtesy of Vacations Hawaii
 - Kailua Town Adventure Package courtesy of Alexander & Baldwin
 - A pair of roundtrip tickets courtesy of Alaska Airlines (4 prizes will be awarded)
 - Snacks for a Year courtesy of Enjoy Snacks/KTM
 - Pizza for a Year courtesy of Papa John's (3 prizes will be awarded)
 - One-day ticket and reserved area courtesy of Wet n' Wild Hawaii (20 tickets awarded)
 - Hand painted giclee print, "Hanauma Bay", valued at \$1152 courtesy of artist Thomas Deir
 - \$1,000 worth of ChefZone gift certificates courtesy of ChefZone
 - \$1,000 in catering from L&L Hawaiian Barbecue courtesy of L&L Hawai'i
 - \$1,000 gift certificate courtesy of the Pearl City Shopping Center
 - Dinner for 6 courtesy of Merriman's
 - Two \$500 gift cards courtesy of Elite Discount Furniture
 - \$1,000 gift card courtesy of NAPA Auto Parts
 - \$1,000 in gift cards courtesy of Maui Keto Treats (10 prizes will be awarded)

Idaho

State employees receive 4 hours of paid leave if they have received or choose to receive the vaccine.

Illinois

- Illinois will give out 50,000 free [Six Flags tickets](#) to anyone who has been vaccinated through a partnership with Six Flags Great America payment.
- [All In Illinois](#): Illinois resident, that have been vaccinated or are about to get vaccinated, are automatically entered in for a chance at part of our \$10 million vaccine sweepstakes.
 - All eligible Illinois residents will be automatically entered into two programs:
 - Vaccinated adults are entered into a \$7 million cash prize pool. Three \$1 million jackpots and 40 \$100k cash prizes.
 - Vaccinated youth are entered into a \$3 million scholarship pool. Twenty \$150k scholarship awards are being offered.
 - Getting vaccinated before July 1st gets you entry into every draw and the most chances to win a prize, including the first million-dollar top prize on July 8th.
 - The first drawing takes place on Thursday, July 8th and will continue through the end of August.

Indiana

State health officials announced that anyone who gets vaccinated at specially designated sites will receive a box of Girl Scout cookies along with the shot.

Kentucky

- The Kentucky Lottery announced May 10 that, starting immediately, people 18 or older who get a first or second dose of the vaccine at a Kroger or Walmart location will receive a coupon for a free Cash Ball 225 ticket.
- [Shot At A Million](#): Kentuckians 18 years old and older who have received at least their first dose of a Moderna or Pfizer COVID-19 vaccine, or the one-dose Johnson & Johnson vaccine, may enter to win one of three \$1 million drawings. Kentuckians 12 to 17 years old who have received at least their first dose of the Pfizer COVID-19 vaccine may enter to win one of 15 full scholarships to a Kentucky public college, university, technical or trade school, which includes tuition, room-and-board and books.

Louisiana

- [Shot for a Shot](#): Participating businesses will provide a free alcoholic or non-alcoholic drink to people who can prove they have been fully vaccinated within the previous seven days.
- Vaccinated individuals can gain free entry into all of [Louisiana's 21 State Parks](#) through July 31. This offer is available to all visitors from Louisiana and elsewhere who have been vaccinated, no matter when they got their shot. This offer does not extend to tour groups.
- [ShotAMillion](#): The Louisiana Department of Health is offering the chance to win \$100,000 every week starting July 9th and a grand prize of \$1,000,000 at the end of the month to all Louisiana residents ages 18+ who have chosen to receive at least one dose of the COVID-19 vaccine. Louisiana residents ages 12-17 who have gotten at least one dose of the vaccine are eligible to win one of nine \$100,000 scholarships.

Maine

- [Your Shot to Get Outdoors](#): Any Maine resident age 18 and older who gets their first shot of a Pfizer or Moderna vaccine, or the single-shot Johnson & Johnson vaccine in Maine will qualify to receive one of the rewards below:
 - Fishing license: The Maine Department of Health and Human Services will purchase up to 5,000-year 2021 fishing licenses for Maine residents from the Maine Department of Inland Fisheries and Wildlife.
 - Hunting license: The Maine Department of Health and Human Services will purchase up to 5,000-year 2021 hunting season licenses for eligible Maine residents from the Maine Department of Inland Fisheries and Wildlife. Eligible Maine residents include those who have completed a hunter safety course, have previously held a license, and are not felons.
 - Maine Wildlife Park pass: The Maine Department of Health and Human Services will purchase up to 5,000 passes to the Maine Wildlife Park in Gray, which are good for admission through the 2021 season, from the Maine Department of Inland Fisheries and Wildlife. One pass allows admission for up to two people.
 - Maine State Park Day pass: The Maine Department of Health and Human Services will purchase up to 5,000 day passes for Maine residents to Maine State Parks through the Maine Department of Agriculture, Conservation and Forestry. The passes can be used through June 15, 2021. One pass allows admission for one vehicle.
 - L.L. Bean gift card: The Maine Department of Health and Human Services will purchase up to 10,000 \$20 gift cards from L.L.Bean for use at their stores.
 - Sea Dogs admission ticket: The Maine Department of Health and Human Services will purchase up to 5,000 tickets from the Portland Sea Dogs, the Double-A affiliate of the Boston Red Sox, for baseball games at Hadlock Field in Portland for 2021 regular season.

- Oxford Plains Speedway pass: The Maine Department of Health and Human Services will purchase from Oxford Plains Speedway up to 5,000 tickets for weekly events in the 2021 racing season.
- [Don't Miss Your Shot](#): Vaccinationland Sweepstakes, a statewide COVID-19 vaccination incentive program that will reward one vaccinated winner with \$1 for every person vaccinated in Maine by July 4. Available for those 12 and older. Registration required. The prize is now \$893,723 as of July 1.

Maryland

- The state will offer a [\\$100 financial incentive](#) to state employees who elect to receive the COVID-19 vaccine. To receive the incentive, employees must provide their HR office with proof of vaccination, and agree to receive all subsequent CDC-recommended booster vaccinations within 18 months of being fully vaccinated. The incentive is retroactive, so that all state employees who have already been fully vaccinated also will receive the \$100 incentive payment.
- [VaxToWin](#): A partnership between the Maryland Lottery and the Maryland Health Department to provide \$2 million in prize money for Marylanders who get vaccinated.
- [VaxU](#): In partnership with the Maryland Dept. of Health and the Higher Education Commission created a new initiative to get more youth vaccinated against COVID-19. Any vaccinated Marylander between the ages of 12 and 17 to be eligible for a \$50,000 college scholarship.

[Massachusetts](#) “Mass VaxMillions”

Fully vaccinated residents who are 18 or older will have a chance to win one of the five \$1 million prizes, while those between the ages of 12 and 17 will be eligible to win one of five \$300,000 scholarship grants.

Michigan

- [Mi Vacc to Normal](#): Once the state documents that 70 percent of the eligible population received at least one dose, its orders on masks and limitations for public and private gatherings would be dropped.
- [MI Shot to Win](#): Residents age 18 and older who have received one dose of vaccine are eligible to register for a combined total of \$5 million in cash giveaways:
 - \$1 million drawing, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020, and July 10, 2021
 - \$2 million drawing, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020 and July 30, 2021
 - \$50 thousand daily drawing, open to all eligible persons who have received the first dose of the COVID-19 vaccination on the date corresponding to the \$50k

daily drawing. The deadline to enter the daily drawing is 11:59pm ET the day prior to the drawing

- Scholarship Drawings, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020, and July 30, 2021.

Minnesota

- [Your Shot to Summer](#): Minnesotans who get vaccinated between Memorial Day weekend through of June 30 will be eligible to choose a reward from nine different options. The incentives are state park passes, fishing licenses, and tickets to fairs and amusement parks. There is also the possibility to receive a \$25 Visa card.
- [Cheers to the Vaccine](#): Minnesotans 21 years of age and older who have received at least one COVID-19 vaccine dose will be eligible for a free or discounted drink at participating establishments starting May 28 through June 30.

Missouri “Mo VIP

Starting in July, the Missouri Department of Health & Senior Services will partner with the Missouri Lottery to draw 180 winners in 5 randomized drawings who will win either \$10,000 cash or \$10,000 towards an education savings account. In total, the state will award 900 individuals throughout the incentive program.

Nevada “Vax Nevada Days

- As part of a public health initiative, the Nevada Office of the Governor and Department of Health and Human Services is partnering with Immunize Nevada and IGT Global Solutions Corporation (IGT) (the “Program”) to launch “Vax Nevada Days” to encourage Nevadans to receive the COVID-19 vaccine (the “Project”).
- Each week of Vax Nevada Days the Project will conduct random drawings to identify vaccinated Nevada residents as winners of cash, post-secondary education saving plans, state parks annual permits or fishing licenses (the “Promotion”). Winners will be announced weekly starting July 8, 2021, with the winner of the GRAND PRIZE OF \$1,000,000 announced August 26, 2021. Vaccinated Nevada residents will have nearly 2,000 opportunities to win.

New Jersey

- [Shot and a Beer](#): In partnership with the Brewer's Guild of New Jersey, the Governor's Office launched the "Shot and a Beer" program to encourage eligible New Jerseyans ages 21 and over to get vaccinated. Any New Jerseyan who got their first vaccine dose in the month of May and took their vaccination card to a participating brewery received a free beer, courtesy of the participating brewery. This program ended May 31.
- [Vax and Visit](#): Beginning May 27 through July 4, the New Jersey Department of Environmental Protection will offer a State Parks Vax Pass – allowing free access to State parks, including Island Beach State Park – good through Dec. 31, 2021.
- Residents who get vaccinated before the end of May, including anyone who has received their shots in the preceding five-plus months, will also [be eligible to have dinner with Murphy and first lady Tammy Snyder Murphy](#).

New Mexico

- [Vax 2 the Max Sweepstakes](#): Five weekly drawings will award one \$250,000 winner from each of the [state's four public health regions](#), for a total of \$1 million in cash prizes each week. A grand prize of \$5 million will be awarded at the conclusion of the sweepstakes, in early August, to one winner drawn from the statewide pool of vaccinated New Mexicans who have opted into the sweepstakes.
- [The New Mexico Department of Health](#) announced a \$100 incentive for New Mexicans who complete their vaccination series or receive a single-shot Johnson & Johnson vaccination through June 17.
- [Spin the PRIZE Wheel](#): The New Mexico Lottery will bring 10 "prize wheels" to providers who have partnered with the state registration system; these sites will be spread across the state. New Mexicans receiving vaccinations at these sites will be eligible to win assorted prizes, including New Mexico Lottery tickets.

New York

- Governor Andrew Cuomo began a promotion that would provide free tickets to Mets games from May 24 through June 17 and to [Yankee](#) games from May 7 through June 6 for newly vaccinated people, along with another promotion that gave residents [free weekly subway passes](#).
- [Vaccination program](#) that will provide free NYS Lottery scratch-off tickets to individuals 18 and over with a grand prize of \$5 million.
- Every person who receives the COVID-19 vaccine, either a first dose or single dose of Johnson & Johnson, anywhere in New York State this week is eligible to receive a free two-day pass to any [state park](#).
- [The State](#) is partnering with six public transportation providers in Upstate New York to incentivize more New Yorkers to get vaccinated. The six providers cover the Capital, Finger Lakes, Central New York, and Southern Tier regions. Anyone who receives their first dose of Pfizer or Moderna or the single-dose Johnson & Johnson vaccine at any

provider in New York State between June 15 and July 14 and presents proof of vaccination at a participating transportation redemption center no later than July 14 will receive an unlimited seven-day public transportation pass for a participating provider's transit network.

- [Get a Shot to Make Your Future](#): Parents or legal guardians of any New Yorker, ages 12 to 17, can enter their child who has received at least their first COVID-19 vaccine dose, for a chance to win one of 50, four-year full-ride scholarships (including tuition, fees, room-and-board, and expenses) to any New York State public college or university.

[North Carolina](#) “Your Shot at a Million”

- North Carolinians 18 and over who have received at least one dose of a COVID-19 vaccine will be automatically entered into four drawings for a chance to win a \$1 million cash prize. Youth between the ages of 12 and 17 who have received at least one dose of the COVID-19 vaccine will be automatically entered into four drawings to win \$125,000 towards post-secondary education. The \$125,000 can be used at any post-secondary institution.
- From May 26 through June 8, select vaccine sites will offer Summer Cash Cards in Mecklenburg, Guilford, Rowan and Rockingham counties. Anyone 18 and older who gets their first dose of a COVID-19 vaccination — or drives someone to their vaccination — will receive a \$25 cash card after vaccination at a participating location while supplies last. Cards are for the first dose only for both the person being vaccinated and the driver.

[Ohio](#)

- Ohioans aged 18 and older will be entered into “Ohio Vax-a-Million,” a weekly drawing with a prize of up to \$1 million. A total of five weekly drawings for each prize will take place, with the first winners being announced May 26. Winners must have received at least one dose of a COVID-19 vaccine by the date of their respective drawing.
- Ohioans 17 and under who are eligible to receive a COVID-19 vaccination will be entered into a drawing for a full, four-year scholarship to any of Ohio's state colleges and universities, including full tuition, room and board, and books. A total of five weekly drawings for a full, four-year scholarship will take place, with the first winner being announced May 26.

Oregon

- [Oregonians](#) 18 and older will have the chance to win \$1 million or one of 36 prizes of \$10,000 – with one winner in each county in Oregon. Oregonians age 12 to 17 will have a chance to win one of five \$100,000 Oregon College Savings Plan scholarships. All Oregonians who have received at least one dose of a COVID-19 vaccine by the draw date will be entered to win.

- Portland Timbers and Thorns will be giving away an Oregon travel prize at three upcoming home games to encourage Oregonians to get vaccinated. The travel prizes, being offered through [Travel Oregon](#), are valued at up to \$2,000 and include lodging, accommodations, dining, and activities for two at iconic Oregon travel destinations.
 - Example travel prizes include 3-night ski trips to Mt. Hood or Mt. Bachelor, kayaking on the Oregon Coast, a visit to Ashland for the Oregon Shakespeare Festival, and a wine tour of the Willamette Valley. All present will be eligible to win.

USVI

In addition to the general vaccination drawing for \$100,000 for 10 weeks open to all residents, the Government of the Virgin Islands GVI will also sponsor a drawing limited to employees who work in the Territory's Education system and will feature three cash prizes in each district: \$25,000 for 1st place; \$10,000 for 2nd place and \$5,000 for 3rd place.

Washington “Shot of a Lifetime”

The Washington State Lottery will be conducting a giveaway series during the month of June, working with state agencies, technology companies, sports teams and higher education institutions across the state to offer a myriad of different prizes to vaccinated individuals. The incentives include:

- Lottery cash drawings, with prizes totaling \$2 million
- Higher education tuition and expense assistance
- Sports tickets and gear
- Gift cards
- Airline tickets
- Game systems and smart speakers

West Virginia

- West Virginia is offering [\\$100 savings bond or \\$100 gift card](#) to anyone between the ages of 16 to 35 who receives, or has already received, a COVID-19 vaccine. Money for this incentive will come from federal CARES Act funding.
- [Do it for Babydog: Save a Life, Change a life](#): The giveaway will include a \$1.588 million grand prize, a \$588,000 second prize, weekly drawings for \$1 million, full scholarships to any West Virginia state college or university, custom-outfitted trucks, weekend vacations at state parks, lifetime hunting and fishing licenses, custom hunting rifles and custom hunting shotguns.
 - West Virginians 12 to 17 years of age, who have received at least their first dose of the Pfizer COVID-19 vaccine, may enter for a chance to win one of five, four-year full-ride scholarships, including room-and-board, tuition, and books, to any West Virginia state college or university.

- West Virginians 18 years of age and older, who have received at least their first COVID-19 vaccine if receiving the Pfizer or Moderna vaccines or one dose if receiving the Johnson & Johnson vaccine, have a chance to win one of several large prizes.

Richland County Council Request for Action

Subject:

American Rescue Plan Funding:

1. Premium Pay
2. Safety and Security Equipment

Notes:

September 29, 2021

- a. Premium Pay – The Committee recommended Council to approve staff’s recommendation to use ARP funding to pay stipends, in the amount of \$1,250, for those employees who worked in-person, on a modified schedule during the pandemic.
- b. Safety and Security Equipment – The Committee recommended Council approve the use of ARP funds to purchase equipment for the health and safety of employees and the population of Alvin S. Glenn Detention Center.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 17, 2021	Meeting Date:	September 29, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 21, 2021	
Budget Review	James Hayes via email	Date:	September 17, 2021	
Finance Review	Stacey Hamm via email	Date:	September 17, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Coronavirus Ad Hoc			
Subject:	American Rescue Plan – Stipend Recommendations			

STAFF’S RECOMMENDED ACTION:

Staff recommends using ARP funding to pay stipends for those employees who worked in-person, on a modified schedule during the pandemic. The recommended amount is \$1,250.00.

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.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

On July 20, 2021, Council approved the payment of a premium pay stipend using ARP funding for work done in person by employees during the pandemic. As a result, approximately 1,533 have or will receive stipend payments by October 1, 2021 totaling \$7,140,900.

Staff recognizes that while not working in person full time, those employees that worked a combination schedule of in person and remote were critical to the County's ability to continue to provide critical services to the citizens of Richland County. As such, staff recommends a stipend payment of \$1,250.00 for individuals hired by the County prior to July 1, 2021 for their contribution to the mission of the organization in a combination of remote and in person work. The reduced benefit recognizes the US Treasury requirement that remote work not be considered essential.

This stipend would be issued to approximately 490 employees and require approximately \$660,000 in ARP funding.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:



Agenda Briefing

Prepared by:	Lori J. Thomas, MBA, CGFO	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 13, 2021	Meeting Date:	September 29, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 23, 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	Leonardo Brown, MBA, CPM		
Committee	Coronavirus Ad Hoc / Detention Center Ad Hoc			
Subject:	Safety & Security Plan			

STAFF’S RECOMMENDED ACTION:

Staff recommends Council to use American Rescue Plan funds to purchase equipment for the health and safety of employees and the population of the Alvin S. Glenn Detention Center.

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		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The total of the equipment request is approximately \$3,338,000 that would be allocated from the American Rescue Plan funding received by Richland County.

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 critical purpose of the American Rescue Fund resources is the prevention and mitigation of the spread of COVID-19. Staff believes it is especially critical for us to implement measures to be as effective as possible in areas of congregate sheltering such as the Alvin S. Glenn Detention Center to benefit both those held at the detention center and the employees who are critical to operate the facility. As such, we have evaluated our processes at the center and recommend the following enhancements in equipment:

Recommendation	ARP Funding	Recurring Cost	Goal
Full Body Scanners (2)	\$300,000 purchase \$120,000 maintenance (6 years)	\$10,000 - \$20,000 /year (added to budget in FY 2028)	By implementing full body scanners in the facility, physical contact for pat downs will be eliminated.
Secured Employee Parking	\$100,000	N/A	Minimize public contact with employees entering facility to ensure staff availability.
Body Cameras/Tasers	\$2.2 Million over a 7 year contract	\$315,000/year (added to budget in FY 2028)	Body cameras will provide data on employee interactions for contact tracing. Tasers will minimize employee contact with center population in the event of the need to bring a volatile situation under control with no violence.
Facility-wide Security Cameras (Interior and Exterior)	\$288,000 purchase \$330,000 monthly fee until Dec. 31, 2026	\$5,250 per month to be budgeted beginning FY 2027 (six months); thereafter budget 12 months \$63,000 annually	Provides facility wide security cameras for contact tracing and population monitoring for health, well-being, and control. This will allow officers to more quickly respond to these instances in the facility.

The total of this equipment request is approximately \$3,338,000 that would be allocated from the American Rescue Plan funding received by Richland County.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 14, 2021	Meeting Date:	September 29, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 21, 2021	
Budget Review	James Hayes via email	Date:	September 23, 2021	
Finance Review	Stacey Hamm via email	Date:	September 17, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Coronavirus Ad Hoc			
Subject:	Air quality improvements at 2020 and 2000 Hampton Street			

STAFF’S RECOMMENDED ACTION:

Staff recommends approval to allocate \$5,205,000 in American Rescue Plan funding to replace the HVAC and Ventilation System as well as roofing at the Richland County Administration building and the SC Department of Health Building.

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:

Funds originally considered for future use for this capital improvement could be reprogrammed to other necessary County capital projects.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The critical purpose of the American Rescue Fund resources is the prevention and mitigation of the spread of COVID-19. Staff believes given the age of the current HVAC and Ventilation system as well as the roof of the buildings replacement would improve the filtering of the air and air quality in the building as well as improve the health and wellbeing of employees working in these facilities and the general public by providing good air quality and consistent climate.

Staff recommends using Johnson Controls through Sourcewell- a cooperative purchasing agreement- for the most effective product at the best price (document attached) for the HVAC and ventilation system. Roofing would be contracted following the installation of the HVAC equipment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Sole Source Procurement Document
2. Sourcewell Cooperative Information



SOLE SOURCE PROCUREMENT

Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. REQUIRING DEPARTMENT:

NAME OF REQUESTOR:

Operational Services	Randy Pruitt
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2. DESCRIPTION OF ACTION.

a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source

b. For the Sole Source provide the following:

Company:

Johnson Controls, Incorporated (JCI)

Point of Contact:

Email:

David Altman	david.altman@jci.com
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Telephone #:

Fax #:

wk. 866-668-0941 / mobile: 843-458-2194	
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3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS. Give a short description of the item or service required, the estimated cost, and required delivery date.

Description: remove and replace the three HVAC chillers and their associated pumps, three cooling towers and their associated pumps and equipment, and two ERU (energy recovery units) located throughout both 2000 and 2020 Hampton St.

Estimated \$ Value: \$2.950 million

Delivery Requirements: The installation will be coordinated with Operational Services to minimize impact on the facility. The date of installation is to be determined, based on manufacturing schedule.

4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.
For Sole Source Requirements:

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

The existing equipment in the facility that is being replaced is Johnson Control equipment. It will be replaced with new Johnson Control Equipment. This is a like-to-like equipment replacement as much as possible. Additionally, JCI has the service and maintenance contracts with this facility allowing for smoother integration into the proprietary METASYS building automation system that is also a JCI product. The current equipment is failing which could lead to the facility being unable to be occupied due to temperature extremes. These items are custom-manufactured for system integration and is expected to take at least six to eight months to manufacture.

Required Delivery Date (RDD):	Cost:
not applicable - as soon as possible	\$2.4 million

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

For HVAC system and operational efficiency, and for accountability, it is critical that the entire HVAC system be one unified system. JCI is already contracted with Richland County for service and maintenance of the HVAC system. These main components have already gone ten years past expected life expectancy and represent the heart of the HVAC system. All subcomponents of the HVAC system need to be consistent. Original equipment is JCI equipment that is being replaced with like (JCI) equipment.

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

All equipment must fit and operate as originally designed - to allow the facility and system to operate within design parameters. Replacing the existing equipment with like JCI equipment helps ensure the originally intended parameters (from the original mechanical engineer) are maintained, allowing the building's HVAC to function efficiently and as intended.

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

Not applicable (other than the original purchase of JCI HVAC equipment for the facility)

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

The METASYS system (building control management system) proprietary provided by JCI integrates fully and more effectively with JCI HVAC equipment. Any equipment outside of their hierarchy architecture could vastly interrupt and impede reliability, functionality, and efficiency.

5. PROPRIETARY INFORMATION: If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

All equipment, goods, process, and software are proprietary to JCI.

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

Randy Pruitt, Director, Operational Services

Account Code:

Telephone:

Date:

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

DEPARTMENT DIRECTOR

Name, Title and Signature:

Date:

Randy Pruitt, Director, Operational Services

PROCUREMENT DIRECTOR

Name and Signature

Date:

ADMINISTRATOR

Name and Signature

Date:



Together,
we are
Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more government units for use by other government units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 participating agencies
- Contracts offer ceiling-based (not-to-exceed) pricing and volume discounts



Convenient

- More than 400 quality suppliers holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost participation for public agencies

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our participating agencies. They value our North American competitive procurement process, which satisfies local procurement requirements.

Our clients add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our public agency clients. This is accomplished through daily interactions and guidance from our clients.

2. Authorization from Sourcewell Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

3. Public notice and advertising

Upon approval from the board, we issue a public notice and advertisement. Refer to sourcewell-mn.gov/process for specific advertising locations.

4. Proposal receipt and opening

We accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time. We conduct a public-proposal opening time, date, and place as specified in the RFP. Prior to April 1, 2019, physical submissions were accepted with a time and date stamp upon receipt at our office in Staples, Minn.

5. Objective evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended supplier(s) a four-year contract with the potential for a one-year extension. The Sourcewell Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

7. Posting and review of approved contract documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the supplier's request.



Six-time recipient of the Achievement of Excellence in Procurement award.



Johnson Controls, Inc.

HVAC

#030817-JHN

Maturity Date: 05/08/2022

Contract Documents

HVAC Systems, Installation, and Service with Related Products and Supplies

Contract #030817-JHN

Effective 05/08/2017 - 05/08/2022

Contract Documentation

Request for Proposal (RFP) (490.16 KB)

Contract Acceptance & Award (33.75 KB)

Contract Forms (6.33 MB)

Contract Extension (74.94 KB)

Competitive Solicitation Documentation

Affidavit of Advertisement (2.19 MB)

Proposal Opening Witness Page (408.35 KB)

Proposal Evaluation (387.68 KB)

Proposal Evaluation Evaluation Committee Comment & Review (677.97 KB)

Board Minutes (966.23 KB)



REQUEST OF ACTION

Subject: FY22 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$9,000** for District 5.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would on8ly require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425	
FY2021 Remaining	\$ 38,275	
FY2022 Allocations	\$ 24,500	
	Columbia Music Festival	\$ 5,000
	Devine Street Association	\$ 1,500
	Tapp's Outpost	\$ 2,500
Total Allocation	\$ 9,000	
Remaining Balance	\$ 87,200	

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2021 Remaining		\$114,975
FY2022 Allocations		\$ 32,500
	The Meeting Place October Festival	\$ 10,000
Total Allocation		\$ 10,000
Remaining Balance		\$154,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.