

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY JUNE 07, 2022**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2021-2022



Deirek Pugh  
District 2



Bill Malinowski  
District 1



Overture Walker  
District 8  
Chair



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Joe Walker, III  
District 6



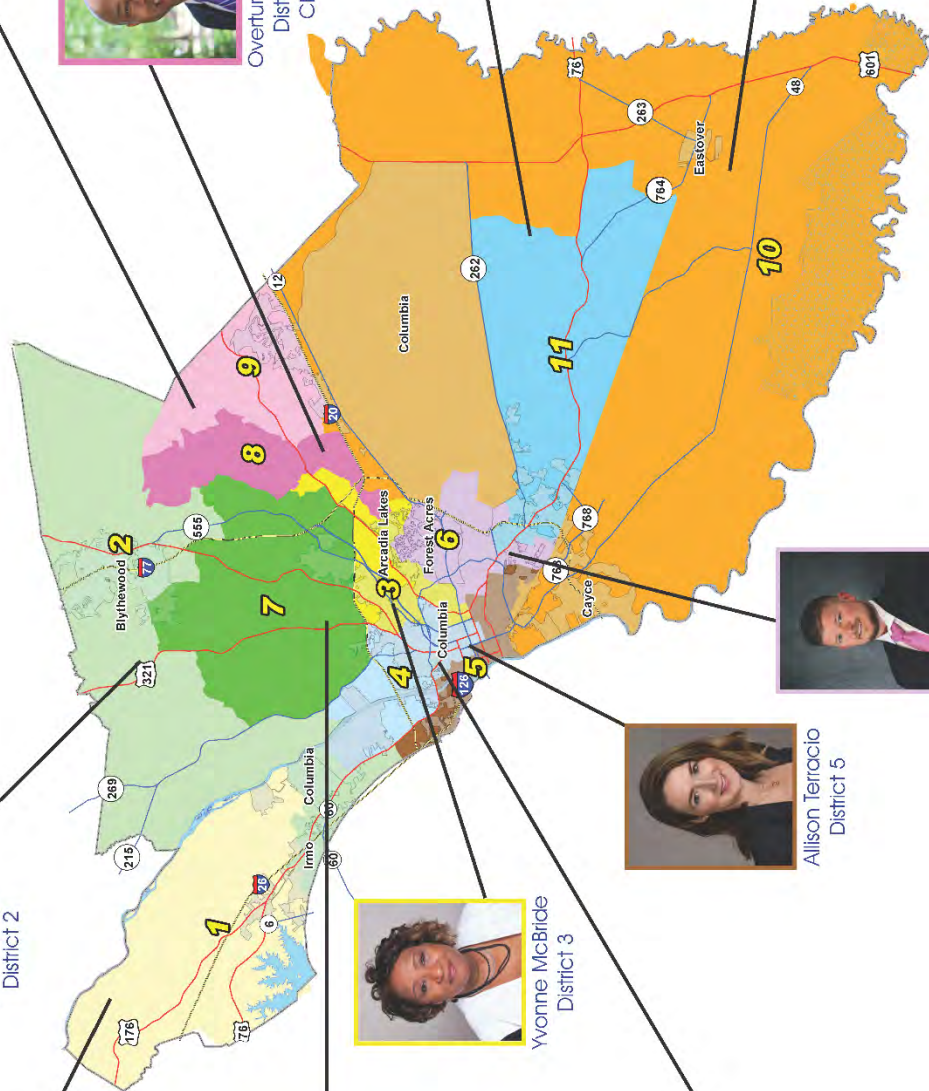
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Vice Chair







**Richland County  
Regular Session**

**AGENDA**

June 07, 2022 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker,  
Chair Richland County Council
  - a. ROLL CALL
2. **INVOCATION** The Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** The Honorable Bill Malinowski
4. **APPROVAL OF MINUTES** The Honorable Overture Walker
  - a. Regular Session: May 17, 2022 [**PAGES 9-155**]
  - b. Budget Public Hearing: May 19, 2022 [**PAGES 156-158**]
  - c. Special Called Meeting: May 24, 2022 [**PAGE 159**]
5. **ADOPTION OF AGENDA** The Honorable Overture Walker
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
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. Alvin S. Glenn Detention Center
  - b. 2022 County Administrator Evaluation Process
  - c. County Attorney and Clerk to Council Performance Evaluation Process
7. **CITIZEN'S INPUT** The Honorable Overture Walker
  - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Overture Walker

- 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 this time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR [PAGES 160-165]**

Leonardo Brown,  
County Administrator

- a. Coronavirus Update
- b. Other Updates

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

Anette Kirylo,  
Clerk of Council

**11. REPORT OF THE CHAIR**

The Honorable Overture Walker

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Department of Public Works - Engineering Division -Traffic Calming - Approval for Speed Hump Installation [PAGES 166-170]
- b. Emergency Services - Emergency Medical Services Division - Purchase of EMS Medical Equipment and Supplies for Budget Year 2022 - 23 [PAGES 171-190]
- c. Department of Public Works - Jim Hamilton-LB Owens Airport - Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services [PAGES 191-193]
- d. Department of Public Works - Engineering Division -Approval of award of Longreen Parkway Sidewalk Construction project [PAGES 194-205]
- e. Department of Public Works - Solid Waste and Recycling Division - Solid Waste & Recycling Collection Area 3 Contract Amendment [PAGES 206-255]
- f. Department of Public Works - Solid Waste and Recycling Division - Solid Waste & Recycling Collection Area 5A Contract Amendment [PAGES 256-303]
- g. Utilities - Closed-Circuit Television with Trailer Purchase [PAGES 304-313]
- h. County Administrator's Office - Verizon Wireless Lease Renewal [PAGES 314-387]

**13. THIRD READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2023) for Richland County, South Carolina for Fiscal Year beginning July 1, 2022 and ending June 20, 2023. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2022 and ending June 30, 2023 [PAGES 388-471]

**14. SECOND READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures [PAGES 472-476]
- b. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto [PAGES 477-498]

**15. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Bill Malinowski

- a. East Richland County Public Service District - Whitehouse Road 404 Hatchery and Genetic Management Plan (HMGP) Project [PAGES 499-508]

**16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Greens; identifying the project; and other matters related thereto [PAGES 509-510]
- b. 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 Greens to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters [FIRST READING] [PAGES 511-556]

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

The Honorable Gretchen Barron

**a. NOTIFICATION OF APPOINTMENTS**

1. Planning Commission - Three (3) Vacancies
  - a. Christian Brent Chitwood [PAGES 557- 560]
  - b. Sally Saunders Huguley [PAGES 561-563]
  - c. Tamika Daniels [PAGES 564-568]
  - d. Frederick Johnson, II [PAGES 569-575]
  - e. Charles Durant [PAGES 576-580]
  - f. Chris Siercks [PAGES 581-584]
  - g. Bruce Greenberg [PAGES 585-587]
  - h. Ryan Brown [PAGES 588-590]
  - i. Jennifer Blocker Sanders [PAGES 591-596]

**b. ITEMS FOR ACTION**

1. I move that Council work with staff to conduct a comprehensive review of Council rules and recommend changes to streamline the rules to improve the functioning of Council business [NEWTON - March 19, 2019] [PAGES 597-602]
2. Consider moving the Horizon Meeting to Tuesday and have delivery of finished agenda to Council members by Thursday close of business [Malinowski- April 6, 2021] [PAGES 603-606]
3. Review of Boards, Commissions and Committees Not Currently Active [PAGES 607-616]

**18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

The Honorable Jesica Mackey

- a. Garners Ferry/Harmon Intersection Project [PAGES 617-626]
- b. Mitigation Bank Credit Transaction - SCDOT US 76 Bridge Replacement and I-26 Improvements [PAGES 627-631]
- c. Penny Program Administrative Fund Deprogramming [PAGES 632-649]

**19. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

The Honorable Gretchen Barron

- a. County Administrator's American Rescue Plan Act Funding



**20. THE REPORT OF THE EMPLOYEE EVALUATION  
AND OVERSIGHT AD HOC COMMITTEE**

The Honorable Chakisse Newton

- a. 2022 County Administrator Evaluation Process
- b. County Attorney and Clerk to Council Performance  
Evaluation Process

**21. EXECUTIVE SESSION**

Patrick Wright,  
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**

- a. Any agency receiving funds from Richland County must  
provide an accounting for those funds prior to a request  
for funds in the next fiscal year budget. REASON:  
Accountability is a must for taxpayer dollars
- b. I move to consider Riverbanks Parks Commission's  
petition to allow the Riverbanks Park District to issue not  
to exceed \$80 million in general obligation bonds to  
make improvements at Riverbanks Zoo and Gardens.

The Honorable Bill Malinowski

The Honorable Overture Walker

**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  
**MINUTES**  
May 17, 2022 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Kyle Holsclaw, Ashiya Myers, Randy Pruitt, Michael Byrd, Stacey Hamm, Dale Welch, Leonardo Brown, Tamar Black, Lori Thomas, Patrick Wright, Justin Landy, Aric Jensen, Abhi Deshpande, Anette Kirylo, Judy Carter, Dante Roberts, Dwight Hanna, Angela Weathersby, Casey White, Melissa Hughey, Jennifer Wladischkin, Michael Maloney, Sandra Haynes and John Thompson

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Pastor Doyle Roberts on behalf of the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Cheryl English.
4. **PRESENTATION OF PROCLAMATIONS**
  - a. **A Proclamation Honoring “National Public Works Week” May 15-21, 2022 [O. WALKER]** – Ms. Mackey presented a proclamation to the Public Works’ Director and employees in honor of National Public Works Week.
  - b. **Resolution Honoring Richland County Emergency Medical Service Employees** – Ms. Mackey presented a resolution to the Emergency Medical Services Director and employees in honor of National Emergency Services Week.
  - c. **A Proclamation Recognizing the 2022-2023 Junior League of Columbia President Rania Jamison** – Ms. Mackey presented a proclamation to Ms. Rania Jamison in honor of her becoming the first African-American President of the Junior League.
5. **APPROVAL OF MINUTES**
  - a. **Regular Session: May 3, 2022** – Mr. Malinowski stated on p. 10 of the agenda, under Adoption of the Agenda, Ms. Barron is listed as voting in favor and against the item; therefore the record needs to be corrected to accurately reflect her vote. Also, it came to his attention that during the meeting there were some audio problems. Mr. Malinowski requested to read into the record his comments on Item 15(c): “An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification on interim procedures”.

**Regular Session  
May 17, 2022**

-1-

Mr. Malinowski statement:

*“What I would like to do on this one is make a friendly amendment that I discussed with Mr. Jensen before the meeting, and some of my colleagues as well. At every place where it refers to zone map preparation and process that we add the words ‘and text’. So it would be ‘zone map and text’. So everyone understands, we are not saying that we are going out and hiring a new consultant and doing everything all over ago. But, we are saying because the text actually dictates what happens to the map; therefore, we need to know...we need to let everyone know that what we are doing when amending this ordinance is actually doing the zone map and text.”*

Mr. Livingston moved, seconded by Mr. Malinowski, to approve the minutes as corrected.

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

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Ms. Newton moved, seconded by Mr. Livingston, to add the “Lower Richland Library Lease” for discussion during Executive Session.

Ms. Newton noted, for the public, there were questions at the May 3, 2002 Council meeting about when the information was submitted by the library. The information was submitted in early April for consideration.

Mr. Malinowski inquired if Mr. Wright, County Attorney, was prepared to discuss the matter.

Mr. Wright responded in the affirmative.

Mr. O. Walker made a friendly amendment to add Hospitality Tax Allocations for Districts 2, 5, and 7.

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

The vote was in favor of the amended agenda.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – The County Attorney, Mr. Patrick Wright, stated the following items qualify for Executive Session:

- a. **Alvin S. Glenn Detention Center**
- b. **9019 Garners Ferry Road First Amendment to Lease – Richland County Public Library**

8. **CITIZENS' INPUT**

- a. **For Items on the Agenda Not Requiring a Public Hearing** – No one signed up to speak.

9. **CITIZENS' INPUT**

- 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 this time)**

- 1. Rev. Carey A. Grady, Reid Chapel AME Church, 704 Gabriel Street, Columbia, SC 29203 – Housing Trust Fund
- 2. Lady June Cole, 309 N. Trenholm Road, Columbia, SC 29206 – Vote 411 Project
- 3. Keller Barron, 7109 Still Hopes Drive, W. Columbia, SC 29169 – Vote 411 Project

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** – Mr. Leonardo Brown, County Administrator, noted Richland County’s Community level

**Regular Session  
May 17, 2022**

-2-



is still low and approximately 58% of Richland County residents have been vaccinated. Approximately 54% of the citizens of South Carolina have received their vaccinations.

**b. Other Updates**

1. **Midlands Business Leadership Group (MBLG)** – Continue to work on the regional gateway project. They have raised \$1.2M toward construction. The County has committed to the upkeep of the gateways. MBLG is working with other jurisdictions to finalize their local commitments to the project.
2. **Planning Commission – Land Development Code** – The Planning Commission met on May 9, 2022 to restart the mapping efforts. There is a follow-up meeting scheduled for May 18<sup>th</sup> at 5:00 PM.

Mr. Malinowski noted, for the record, it is the mapping and text.

3. **Riverbanks Zoo** – The Riverbanks Park Commission recently voted to proceed with a resolution for an \$80M GO Bond. This item will be placed on the June 7<sup>th</sup> Council meeting.
4. **Animal Care Facilities Agreement** – Mr. Brown noted the Animal Care Facilities Agreement will be expiring on July 31, 2022. The County will be entering into negotiations with the City of Columbia.

**11. REPORT OF THE CLERK OF COUNCIL**

- a. **FY23 Budget Public Hearing, May 19, 2022, 6:00 PM, Council Chambers** – Ms. Anette Kirylo, Clerk of Council, reminded Council about the upcoming budget public hearing on May 19<sup>th</sup>.
- b. **FY23 Council Member Budget Motions** – Ms. Kirylo noted Council members motions are due Monday, May 23<sup>rd</sup> by 9:00 AM.
- c. **Council District 7: Community Walk/Health Fair, June 4<sup>th</sup>, 8:00 AM, W. J. Keenan High School** – Ms. Kirylo noted Ms. Barron is hosting a Community Walk/Health Fair on Saturday, June 4<sup>th</sup> at W. J. Keenan High School.
- d. **Council District 2: Meet & Greet with HOA Presidents/Vice-Presidents, June 4<sup>th</sup>, 10:00 AM, Hampton-Preston Green House** – Ms. Kirylo noted Mr. Pugh will be hosting a Meet & Greet with HOA Presidents and/or Vice-Presidents on June 4<sup>th</sup> at the Hampton-Preston Green House.

**POINT OF PERSONAL PRIVILEGE** – Mr. Livingston thanked the Columbia-Richland Fire Department and the American Red Cross for their endeavor to put smoke alarms in homes in zip code 29203, which has the highest rate of calls and fires.

**12. REPORT OF THE CHAIR** – No report was given.

**13. OPEN/CLOSE PUBLIC HEARINGS**

- a. **An Ordinance Amending Ordinance #05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures**

1. Pam Sulkenhouse, 1944 Marina Road, Irmo, SC 29063\*\*
2. Kim Murphy, 154 Old Laurel Lane, Chapin, SC 29036
3. Lisa Borden, 116 Rideoutte Point Road, Irmo, SC 29063
4. Shari Ardis, 4601 Meadowood Road, Columbia, SC 29206
5. Walter Jones, 1005 Brown Road, Hopkins, SC 29061
6. Fred Ange, 516 S. Woodrow Street, Columbia, SC 29205

**Regular Session  
May 17, 2022**

**-3-**

Mr. Malinowski moved, seconded by Mr. Livingston, to re-open the public hearing to allow the citizen that signed up on the incorrect sheet to speak.

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

The vote in favor was unanimous.

7. Dena Crapps, 316 Nature Road, Blythewood, SC 29016\*\*

\*\*The petitions presented by Ms. Sulkenhouse and Ms. Crapps were entered into the record.

- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Arrowrock IV Pineview, LLC to provide for payment of a fee-in-lieu of taxes; and other related matters** – No one signed up to speak.
- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Laserform & Machine, Inc., a company previously identified as Project Laser, to provide for payment of a fee-in-lieu of taxes; and other related matters** – No one signed up to speak.

#### 14. **THIRD READING ITEMS**

- a. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Arrowrock IV Pineview, LLC to provide for payment of a fee-in-lieu of taxes; and other related matters ([Ordinance No. 010-22HR](#))** – Mr. Livingston moved, seconded by Ms. McBride, to approve this item.

Mr. Malinowski inquired why the normal backup documentation was not included for the Economic Development items.

Mr. Ruble responded, as far as he knows, all of the documents went to the Clerk's Office.

Ms. Kyrlo responded the documents were provided under separate cover to Council.

Mr. Malinowski stated he received the documentation, but inquired as to why the documentation was not provided to the public. He inquired if we were trying to hide something.

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

The vote in favor was unanimous.

- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Laserform & Machine, Inc., a company previously identified as Project Laser, to provide for payment of a fee-in-lieu of taxes; and other related matters ([Ordinance No. 011-22HR](#))** – Mr. Livingston moved, seconded by Mr. J. Walker, to approve this item.

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

The vote in favor was unanimous.

15. **SECOND READING ITEMS**

- a. **An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification on interim procedures** –

Mr. Malinowski stated he made a motion at the May 3, 2022 Council meeting, which was unanimously passed that was supposed to add additional language to the ordinance. He noted the information in the agenda packet has not been updated.

Mr. Malinowski moved, seconded by Ms. Barron, to defer this to the June 7<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. **Court Appointed Special Advocate (CASA) – Budget Adjustment to Increase Attorney Pay** – Mr. Malinowski stated the Administration and Finance Committee did not have a recommendation regarding this item.

Ms. Newton stated, as we are in the budget process now, and we are looking at salaries was that taken into consideration when presenting the numbers.

Mr. Brown responded, at the time of the request, the department said they did not realize they had the issue, and then they had the issue. The proposed cost of living adjustment (COLA) would affect these persons, but they are asking for assistance. The department is requesting the immediate ability to increase their budget to offer an increased salary.

Ms. Newton inquired, apart from the timing, does approving the COLA address these concerns or is the request in excess of the COLA. In addition, if this is approved, would the employees also receive a COLA?

Mr. Brown responded the request and the COLA are separate matters. The COLA would not fully address what the department is requesting.

Ms. Newton inquired why the request came to Council instead of going back to the committee.

Mr. Brown responded the committee forwarded to Council without a recommendation.

Ms. Barron stated it was brought to the committee's attention that this department had not submitted a budget for FY23. She inquired if the department as submitted a budget since the committee meeting, and how we will be able to give the employees a COLA.

Mr. Brown responded the COLA is based off the employees' salaries. He noted they did speak with the department. At the time, they believed the funds for operations were sufficient. Later on, they realized they were in a situation where they could not staff those positions. There have been communication with the department to look at some internal opportunities, and the department addressed those opportunities in the documentation provided for the agenda.

Ms. Barron stated she believes the work CASA does is extremely important and everyone needs livable wages. She expressed concern about the process, and noted all departments need to report a budget.

Mr. Brown agreed all departments should report a budget, and if they do not need any changes then there is nothing new to report.

Ms. Barron stated, initially the department did not need anything, then after doing a rescope the department determined they did need additional funds. She believes this could have been avoided with closer attention to the budget.

Ms. McBride inquired if it is out of the norm to have this type of request so close to the budget.

Mr. Brown responded, traditionally, we do not have budget amendments brought before Council.

Ms. McBride inquired about the impact on the agency if the request is denied.

Mr. Dante Roberts, CASA Executive Director, responded currently they have a Legal Services Manager and one staff attorney. The staff attorney will be going on maternity leave in a few weeks, which will leave the Legal Services Manager to manage approximately 700 cases. He noted there are currently 2 staff attorney positions they are accepting applications for.

Ms. McBride inquired if the new budget will address the department's concerns.

Mr. Brown responded the closest thing to addressing the matter would be Council approving the COLA. The positions would receive an increase, which would go toward addressing the department's concerns. The COLA would not fully address the requested amount of increase for the attorney positions.

Ms. McBride inquired if the positions are in the current budget.

Mr. Brown responded the positions are in the budget. The salary level the positions are being paid is the department's concern; therefore, they need an additional budget today, and going forward.

Ms. Mackey stated, for clarification, CASA has not submitted a budget for FY23 that would reflect the increase. She noted the body does not understand the impact of what the department's request. She expressed concern about the long-term impact. She inquired why there is a request for an increase for a current employee.

Mr. Roberts responded, if a pay increase is provided for the staff attorney positions, the staff attorneys would earn more than the current Legal Services Manager.

Ms. Mackey inquired how Council would be able to view the department's budget request for FY23.

Mr. Brown responded the department could speak to their budget at the Budget Public Hearing, or any future budget work sessions.

Ms. Mackey noted for the body to make an informed decision additional information needs to be provided by the department.

Mr. Malinowski inquired about the time span between the department indicating they did not need additional funding until they notified Administration they would need additional funding.

Mr. Brown responded the budget module closed in late February, and the department indicated their need in March.

Mr. Malinowski inquired if the department had attempted to hire part-time attorneys.

Mr. Roberts responded the department has only advertised for full-time position. He noted the department does receive grants for other part-time positions. Since the attorney do not work directly with the victims, but represent the Guardian ad Litem, there are not many grants for attorney positions.

Mr. Malinowski noted Charleston County employs part-time attorneys. He inquired why Richland County



could not also employ part-time attorneys.

Mr. Roberts stated the department does have one contract attorney to help with the current caseload.

Mr. Malinowski stated the department would realize a cost savings by hiring part-time attorneys, since the County would not have to provide benefits.

Mr. Brown responded a certain level of part-time employee does not receive benefits. It depends on the number of hours the employee works.

Mr. Malinowski noted every county in South Carolina receives funding from the State for this program, with the exception of Richland County. A motion has been submitted to determine what we need to do to receive State funding to promote the program.

Mr. Livingston moved, seconded by Ms. Newton, to allow CASA to submit an amended budget, with a clear justification for their need for additional funding.

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

The vote in favor was unanimous.

## 17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. **An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto [FIRST READING]** – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired if the purchase agreement is confidential.

Mr. Wright responded he only has what was online, so he is unable to respond.

Mr. Ruble responded, due to time-sensitivity, the matter was discussed in the Economic Development Committee. The documents were provided in the Economic Development Committee agenda packet.

Mr. Malinowski stated in the purchase agreement it indicates Richland County wants to purchase approximately so many acres, and the acreage of the property is subject to be reduced by virtue of a pending condemnation. Further in the document, it indicates the owners are going to receive a dollar amount under the condemnation, yet the County is paying full price.

Mr. Ruble responded the property will be either condemned, and we will back it out, or we will pay full price for the property. Either way the offer is based off the evaluation of the condemnation, so the price the County pays will be the same.

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

The vote in favor was unanimous.

- b. **A Resolution (1) approving the assignment to GD Ballpark Development LLC of all the rights, interests, and obligations of Ballpark, LLC under that certain public infrastructure credit agreement between Ballpark, LLC and Richland County, South Carolina, (2) authorizing the County's execution and delivery of an assignment and assumption of public infrastructure credit agreement in connection with such assignment; and (3) authorizing other matters related thereto** – Mr. Livingston stated the committee recommended approval of this item.

Regular Session  
May 17, 2022

-7-

Mr. Malinowski inquired if this a three reading item. He noted there was no resolution included in the agenda packet.

Mr. Ruble stated their attorneys provided the documents to the Clerk's Office.

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

Opposed: Malinowski

The vote was in favor.

**18. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

**a. NOTIFICATION OF VACANCIES**

- 1. Accommodations Tax – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background and ONE applicant will fill an at-large seat)**
- 2. Airport Commission – One (1) Vacancy**
- 3. Board of Assessment Appeals – One (1) Vacancy**
- 4. Board of Zoning Appeals – Six (6) Vacancies**
- 5. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry and TWO from the Fire Industry, as alternates)**
- 6. Business Service Center – Four (4) Vacancies (ONE applicant must be from the Business Industry, ONE applicant must be an Attorney and TWO applicants must be CPAs)**
- 7. Central Midlands County of Governments – One (1) Vacancy**
- 8. Community Relations Council – One (1) Vacancy**
- 9. Employee Grievance Committee – Two (2) Vacancies (MUST be a Richland County employee; 2 seats are alternates)**
- 10. Hospitality Tax – Two (2) Vacancies (ONE applicant must be from the Restaurant Industry)**
- 11. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)**
- 12. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – Two (2) Vacancies**
- 13. Music Festival – One (1) Vacancy**
- 14. Planning Commission – Three (3) Vacancies**
- 15. Richland Library – Six (6) Vacancies**
- 16. Richland Memorial Hospital Board of Trustees – Three (3) Vacancies**

**Regular Session  
May 17, 2022**

**-8-**

**17. Township Auditorium – Two (2) Vacancies**

**18. Transportation Penny Advisory Committee (TPAC) – Three (3) Vacancies**

Ms. Barron stated the committee recommended advertising for the vacancies on boards, commissions, and committees.

Ms. Newton stated, it was her understanding, the Rules Committee had interviewed applicants for the Planning Commission and were ready to make a recommendation to Council. She inquired if there was 3 additional vacancies on the Planning Commission.

Ms. Barron responded in the affirmative.

Ms. Newton inquired at what point will applicants be able to apply and what is the deadline for applications?

Ms. Barron stated applications will be accepted immediately and the deadline is June 3, 2022.

Ms. Newton inquired, if someone has applied and was not appointed, are they still able to be considered when the new vacancies are advertised.

Ms. Barron responded the applications are held on file for a year, and are still under consideration.

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

The vote in favor was unanimous.

**b. NOTIFICATION OF APPOINTMENTS**

- 1. Employee Grievance Committee – Two (2) Vacancies (MUST be a Richland County employee; 1 seat is an alternate)** – Ms. Barron stated the committee recommended appointing Ms. Kimberly Toney. In addition, to appoint Mr. John Robert Dunn to the alternate position.

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

The vote in favor was unanimous.

**c. ITEMS FOR ACTION**

- 1. Review of Boards, Commissions and Committees Not Currently Active** – Ms. Barron stated the committee’s recommendation is to remove the following “not currently active” boards, commissions and committees: The Economic Development Commission, Richland County Youth Commission, Richland County Transportation Study Commission, Local Emergency Planning Committee, Disabilities and Special Needs Board, Midlands Commission on Homelessness, Bond Review Committee and Richland County Complete Streets Commission.

Ms. Terracio inquired about how long the committees have been inactive. Her recollection is these committees have not been listed when Council members were invited to make their committee selections at the beginning of each year.

Ms. Barron responded that is why this matter is before the body. These committees have been inactive for many years.

Mr. Livingston inquired if the Economic Development Commission is different than the Economic

Development Foundation.

Ms. McBride stated she understands wanting to delete the inactive committees, but some of them seem relevant and she does not know why they are inactive.

Ms. Barron noted she feels passionate about the Youth Commission. However, when we reevaluate things and look at what staff member is going to be over this. Is there a Councilmember associated with the Commission? We are finding we do not have all of the answers. As we are cleaning up, and these have been inactive, we are recommending to remove them. If there is a need in the future, a Councilmember can bring it back to the body. She noted there are non-profits in the community addressing some of the needs, which we can lend our support to.

Mr. Ruble requested holding the Economic Development Commission item in committee to allow him time to secure a definitive answer to Mr. Livingston's question.

Mr. Malinowski inquired how long the Economic Development Department has been in place.

Mr. Livingston responded he is not sure of the specific number of years, but it has been in existence for quite a while.

Mr. Malinowski noted during his 16 years on Council he had never heard of the Economic Development Commission, and is not aware of it ever meeting.

Mr. Ruble stated there is a separate group that oversees the Blythewood Industrial Park, and he wants to ensure this is not the commission referenced.

Mr. Livingston made a substitute motion, seconded by Mr. J. Walker, to move forward with the committee's recommendation, with the exception of the Economic Development Commission.

Mr. Wright noted he believes Lexington and Richland counties have a joint Disabilities and Special Needs Board. He requested to remove this board from the recommendation so he can do some further research.

Ms. Newton made a second substitute motion, seconded by Ms. McBride, to defer this item until the June 7<sup>th</sup> Council meeting.

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

Opposed: Malinowski and Barron

The vote in favor was unanimous.

Ms. Mackey moved, seconded by Ms. Barron, to reconsider Items 18(a) and (b).

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

The motion for reconsideration failed.

## 19. **OTHER ITEMS**

- a. **FY22 – District 5 Hospitality Tax Allocations: Columbia City Ballet - \$5,000; Columbia Classical Ballet - \$5,000; 2022 Black Expo - \$2,000**
- b. **FY 22 District 7 Hospitality Tax Allocations: 2022 Black Expo - \$7,5000; Denim and Pearls - \$5,000**

Regular Session  
May 17, 2022  
-10-



c. **FY22 District 9 Hospitality Tax Allocations: 2022 Black Expo - \$5,000; Big Red Barn Retreat Fall Jam - \$5,000**

d. **FY22 – District 2 Hospitality Tax Allocations: 2022 Black Expo - \$4,000**

Ms. Newton moved, seconded by Mr. Livingston, to approve Items 19(a) – (d).

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

Opposed: J. Walker

The vote was in favor.

Ms. Mackey moved, seconded by Ms. Newton, to reconsider Items 19 (a) – (d).

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

The motion for reconsideration failed.

e. **A Resolution to appoint and commission Eric Williams as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County**

f. **A Resolution to appoint and commission Brian Wehrmeister as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County**

g. **A Resolution to appoint and commission Andrew Weaver as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County**

Mr. Malinowski moved, seconded by Ms. Newton, to approve Items 19(e) – (g).

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

The vote in favor was unanimous.

## 20. **EXECUTIVE SESSION**

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:54 PM  
and came out at approximately 8:14 PM***

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

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

Not Present: Barron

The vote in favor was unanimous.

**Regular Session  
May 17, 2022**

**-11-**

19 of 653

- a. **Alvin S. Glenn Detention Center** – Mr. Malinowski moved, seconded by Mr. J. Walker, to authorize the County Administrator to use available funding to approve contract services for the Alvin S. Glenn Detention Center.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. O. Walker stated, for the record, Ms. Barron had to step away from the meeting.

Ms. Newton moved, seconded by Mr. Malinowski, to reconsider this item.

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

Not Present: Barron

The motion for reconsideration failed.

## 21. **MOTION PERIOD**

- a. **I move that Richland County update its policies to allow the expenditure of CDBG and other federal funds for affordable housing anywhere in Richland County regardless of jurisdiction. (Current Richland County policies only allow expenditure of these funds in the unincorporated parts of the county.) [NEWTON]** – Ms. Newton stated the current policy limits where funds can be expended, which means residents in the incorporated areas that are in need of affordable housing would not have access to things the County is supporting with their funds. She is requesting to adjust the policy so staff can make funding decisions based on where the needs are opposed to us stipulating it can only be in a small part of the County.

This item was referred to the D&S Committee.

## 22. **ADJOURNMENT**

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:16 PM.

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Terry Carter	1300 Marina Road	803-727-5809	carterterry95
SYNTHIA CARTER	1300 Marina Road	803-633-4536	@yahoo.com
Patricia Bouknight	122 Gramma Rd	803 917 9765	cookkristie@aol.com
SEPHEN GLENN	295 DERRICK DR	803 920 9535	solennoo70@gmail
Britt Lazo	111 Derrick DR	803-617-9682	
Danae Smith	19 Sycamore Ct	803-530-2502	drannyj@10
SAMUEL FLAYER	1025 JONES ROAD, IRMO	803-206-0562	bellisavll.net
Carly Palmer	1032 Jones Road IRMO	803-422-0947	carlytpalmer@gmail.com
Jen Palmer	1032 Jones Rd IRMO	803-422-3133	jenpalmer19@gmail.com
Trisha Williams	1053 Jones Rd IRMO	803-261-1553	trisha7171@gmail.com
Yvonne Crook	106 John Derrick Rd IRMO	(803) 535-2558	cidsm@earthlink.net
J. Earl Crook	106 John Derrick Rd IRMO	(803) 664-2850	
Regina Levenette	1014 Sunset Point Rd. IRMO	(803) 781-8785	dick.levenette@gmail.com
	1665 Amick DR	914 474 0124	LCriss.net163@gmail
Kolly Crosswell	" "	914 474 0693	
Wilbert FINLEY	35 Crystal Harbor Ct IRMO	(542) 323-0373	bertfinley11@yahoo.com
Kimberly Jinsley	" "	901 634 8130	
Lisa Borden	116 Rideoutte Point Rd IRMO SC 29063	803-465-0624	lborden5@gmail.com
Angela Lambert	1948 Marina Rd IRMO SC 29063	803-261-7700	MOLambert2010@aol.com
AB	1949 Marina Rd IRMO SC 29063	803 429 3198	

20

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Roger Mull	1008 Anick Dr	803.732.1756	roger_mull@yahoo.com
Desislava J. Sutter	109 Watershire Dr.	803 800 2056	desislavajana@web.de
Allen Ruter	109 Watershire Dr	803 730 4441	desislavajana@web.de
Epicht Keller	109 Watershire Dr.	803 529 8584	
Neron Water	109 Watershire Dr.	803 200 9876	
Cindi Hux	109 Watershire Dr	843 991 0372	Cindi.hux@gmail.com
Kevin Kennedy	125 Winding Rd	803-614-3067	evencykennedy@hotmail.com
Chris Miller	5 Cheryse Ct.	803-463-4444	pronuclear@yahoo.com
Anna Miller	5 cheryse Ct	803-292-2512	avp287@yahoo.com
Karin Gleaton	104 Signal Ln.	(803) 446-4112	kgleaton@gmail.com
Courtenay Gleaton	104 Signal Ln.	(803) 446-4166	
Robin Jones	1 Robin Wynn Lane	803 309 5514	Rjones1309@sc.rr.com
MIKE HURLEY	1057 JONES ROAD IRMO	803-873-1584	MICHAEL.HURLEY@GMAIL.COM
Lloyd Mounay	103 Derrick Rd	803-600-1521	JeffMoore56@Comcast.net
Calvin Shealy	3 Seaford Ct Irmo SC 29063	803 600-8055	C.Shealy4@gmail.com
Thomas Wagner	112 Watershire Dr. Irmo, SC 29063	612-227-2319	Thomas.Wagnerj@gmail.com
Emily Wagner	112 Watershire Dr. Irmo, SC 29063	701-350-1020	emilyelaine.wagner@gmail.com
Vann Dhalla	119 Signal Ln Irmo, SC	706-877-9030	
Linda Moore	1941 Marina Rd Irmo	803) 238-8397	MOORE Labor service@gmail.com
Robert Moore	1941 Marina Rd Irmo	803) 238-8397	

21



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Lavrie Helms	4 Johns Hill Ct Irmo SC 29063	803-781-1528	JandL3@sc.rr.com
Laura Hill	522 Compass Rose Way IRMO SC	641895-7965	l.cassolotto@gmail.com
Lisa Dolan	1034 Julius Richardson Rd. Irmo, SC	803-360-6264	
Jo Hancock	239 Hiller Rd, Chapin SC	Chapin SC 960-1722	
Robert Hancock	239 Hiller Rd Chapin SC	960-4985	handy@sc.rr.com
W. Cole Hancock	239 Hiller Road Chapin SC	767-0277	
DAVID HILL	3155 KENNERLY RD IRMO SC	550-5959	dahill64@gmail.com
Thrane Smith	1221 ELIETT Rd. Chapin SC		
Jeremy Lucas	509 White water Dr Irmo SC	803 381 6064	Jeremy.m.lucas79@gmail.com
Linda Jackson	7827 Dextmore Ln Columbia SC		
Avery Lucas	509 White water Dr Irmo	504-451-8292	AveryLucas7178@gmail.com
Bill Corless	432 NORTH CORBIT CT IRMO	803 960 9696	BillCORLESS@amtr.com
Therese Shealy	1808 Johnson Marina Rd Chapin	803-586-1753	
Mary Shealy	1808 Johnson Marina Rd "	803-552-7900	shealyrw@gmail.com
MARY ROTOLO	110 Glen Rose Cir, IRMO SC 29063	803-422-3406	VRotolo@Beauty4.us
TOM ATKINSON	1525 ELEAZER RD IRMO, SC 29063	803 767 3692	tomhatkinson@gmail.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
VERA L. Summers	109 Shell Cracker Ct	803-960-9130	bobbeHENNCONTRACTOR
Robert P. Summers	109 Shell Cracker Ct	803-960-9130	" "
Rebecca B Jackson	201 Headwater Circle	803-781-7881	beddyjackson55@gmail.com
Chuck Jackson	201 Headwater Circle	803-781-7881	chuckjackson50@gmail.com
Petty J. Linder	121 Wells Point Drive	803-781-0139	
C.E. Linder	121 Wells Point Drive	803-781-0139	
Sherye Benner	205 Headwater Cir	803-530-0379	sheryebenner@gmail.com
Cale Benner	205 Headwater Cir	803-530-6514	
Shirley & Doug Spores	208 Headwater Cir	803-665-8952	sspores0411@gmail.com
Angela Williams	209 Headwater Cir	803-917-5255	awilliams29169@gmail.com
Mike Williams	209 Headwater Cir	803-920-5611	mwilliams29169@gmail.com
Wendy Schmidt	117 Cove View Dr	803-336-7751	Schm751@yahoo.com
Mary Schmidt	117 Cove View Dr	803-526-0008	ACS 781 Pulser, COGREN
John E. King	109 Cove View Dr	803-787-1435	King334@bellsouth.net
Judy DuKing	109 Cove View Dr	803-348-1435	King334@bellsouth.net
Clark Cothran	116 Blackburn Rd W	803-760-4622	clarkcothran@gmail.com
John Coe	105 Cove View	803-422-3060	
LARRY TULLI	105 Cove View		



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Betty Drent	104 Cove View Dr, Irmo SC	803-315-9469	drentbet@comcast.com
Annette Williams	104 Cove View Dr, Irmo SC	828-808-0847	williams515@aol.com
Tom B Drent	104 Cove View Dr, Irmo SC	803-315-9469	drentbet@comcast.com
Melody Hanna	220 wells Pt Dr Irmo SC	803-397-4118	melodyhanna40@gmail.com
Bruce Hanna	220 wells Pt Dr Irmo SC	803-397-6637	hanna3bruce@gmail.com
Cameron Hanna	220 wells Pt Dr Irmo SC	803-629-2232	
<del>Fachana Hanna</del>			
Alexander Hanna	220 wells Pt Dr Irmo SC	803-254-7927	
Leanne O'neil	216 Wells Pt Dr, Irmo SC	803-780-6158	
Tony Hughes	204 wells Pt. Drive	803-414-7335	shortwing22@gmail.com
Charlene Carpenter	137 Wells Pt Dr	803-401-6744	cjcarpenter@aol.com
William D Dix	201 Wells Pt. Dr	803-445-4331	ddixespr.com
Dick Hiller	133 wells Pt. Dr	803-269-6787	hillerdick17@gmail.com
Brian Zupke	121 Wells Pt. Dr	803-781-0139	
Willis Johnson	116 Wells Point Dr	701-5863	
Kelvin Crumrine	124 Wells Point Dr	615-922-8460	
John T. Cabbage	108 Wells Point Dr Irmo	803-622-6019	jtcabbage@ychoo.com
Jane Cabbage	108 Wells Point Dr Irmo	803-422-8333	cabbageju@gmail.com

17

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Carol MacNitt	104 Wells Point Dr Irmo	803-960-3542	macnittcarol@gmail.com
Jennifer Saunders	116 Cove Ct, Irmo, SC	803-767-9109	raonj1@yahoo.com
Penny Cruminger	124 Wells Point Dr Irmo, SC	803-608-2220	penncruminger@gmail.com
Beth Cruminger	124 Wells Point Dr Irmo, SC	803-447-8067	turninthesad.com
Ann Walbern	124 Wells Point Dr Irmo, SC	803-625-3491	turninthesad.com
Ann Walbern	148 Cove Ct, Irmo SC	803-381-2656	amgranna@gmail.com
Carol Ballenger	144 Cove Ct, Irmo SC	803-781-3229	
Jack Ballenger	144 Cove Ct, Irmo SC	803-479-1694	munnycb@bellsouth.net
Donna Estes	124 Cove Ct, Irmo SC	803-416-6440	dsestes@yahoo.com
MaryClare Estes	124 Cove Court Irmo	803-416-6100	maryclare62@yahoo.com
Robert Horton	124 Cove Court Irmo	803-320-3951	hortonroberts@yahoo.com
Paul Baer	120 Cove Court Irmo	803-749-2685	smackbaer@hotmail.com
James B Spell	112 Cove Court Irmo	803-960-9410	jspell8594@gmail.com
Leah Spell	112 Cove Court Irmo	803-270-9696	
Solceda Dix	201 Wells Point Dr	803-429-0916	solcedadix@gmail.com
Carole Keyten	237 Sunday Silence Lane	804-999-6651	caroly.carolina.07@live.com
Richard Trificanto	108 Headwater Cir	803-924-2533	rtrificanto@gmail.com
Catherine Corley	125 Headwater Cir	803-270-4946	ccorley1975@gmail.com

19



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME ADDRESS PHONE EMAIL

NAME	ADDRESS	PHONE	EMAIL
Jessica Kinard	337 Ballentine Estates Rd, Irmo	803 602 2936	JKinard@gmail.com
Thomas Smothers	341 Ballentine Estates Rd, Irmo	803 479 5111	
Donald Mary Stanislaus	107 Lake Estates Ct, Irmo	803-857-8535	mstanislaus@att.net
David Marmillion	107 Lake Estates Ct, Irmo	803-920-5032	Dmarmillion@att.net
STAN Tompkins	101 LAKE ESTATES CT IRMO	803-603-6493	
Robert Byrne	6 Carolee Ct	803-776-8291	

6

6

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
<del>Mary Beth W. Brown</del>	<del>111 Crystal Manor Dr. Irmo, SC 29063</del>	<del>803-608-3814</del>	<del>mbbrown354@icloud.com</del>
<del>John M Brown</del>	<del>111 Crystal Manor Dr. Irmo, SC 29063</del>	<del>803-608-3813</del>	<del>mbrown354@tds.net</del>
<del>Linda Dasher</del>	<del>6 Hilton Commons Ct Chapin SC 29036</del>	<del>803-606-5640</del>	<del>gearhardt1@sc.rr.com</del>
<del>Kick O'Leary</del>	<del>108 Connie Wright Pl. Irmo, 29063</del>	<del>803-429-1025</del>	<del>bbpnichbeck@gmail.com</del>
<del>Barbara Anshelke</del>	<del>24 Crystal Harbor Ct Irmo SC 29063</del>	<del>803-602-5410</del>	<del>shanel.wilks@yahoo.com</del>
<del>Shanel Hunter</del>	<del>106 Crystm manor Dr</del>	<del>803 609-2123</del>	<del>Kiel.hunter130@gmail.com</del>
<del>Ki-el Hunter</del>	<del>106 Crystal Manor Dr. Irmo, SC</del>	<del>210-284-5084</del>	<del>olconnor1038@gmail.com</del>
<del>Eddie O'Connor</del>	<del>117 Crystal Manor Dr</del>	<del>803 466 1027</del>	<del>Mommyprincilla@gmail.com</del>
<del>Princilla Roberts</del>	<del>117 Crystal Manor Dr</del>	<del>803 479 4913</del>	<del>Wrightc34@gmail.com</del>
<del>Correy Wright</del>	<del>112 Crystal Manor Dr.</del>	<del>803 665 4585</del>	

10

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Schwabe Maria F SCHWABE STEFAN Schwabe Wolfram	400 Strawberry Ridge Ln " " "	305 741 9501 908 656 0612 908 656 0544	riasmwabe@gmail.com schwabestefan@gmail.com schwabe-wolfram.com@gmail.com
Nicole Charlton	100 Strawberry Ridge Ln	803-713-5321	nickiscott23@yahoo.com
Zachary Charlton	100 Strawberry Ridge Ln	864-270-0132	Zachary.charlton@gmail.com
Rosemary G Dalton	21 Island Dr, Chapin, SC	803-917-3027	Beechtree01@yahoo.com
Michael Jarque	1228 Canterfield rd Chapin, SC	803-414-0057	Mjgreen@aol.com
Jennifer Greene	1228 Canterfield rd Chapin, SC	803-413-8283	2872 Jage@gmail.com
Faye McCartha	2001 Dutch Fork rd Chapin SC	803-745-3549	
Michael Sellers	120 Breckenwood Trail Irmo SC	803-465-4519	mtsellers120@gmail.com
Anna Sellers	120 Breckenwood Trail Irmo, SC	803-260-0070	huxley01@gmail.com

//



# Ballentine Rural Trmo

## PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
------	---------	-------	-------

Paul Miller	2731 Wilmot Dr. Col A S.C.	843-697-0345	
John Wood	154 Stoneman Dr Trmo	803-586-7129	
Benjamin Franklin	707 Cole Hillway Trmo	803-715-1033	
Wayne Ricett III	1139 Freddy Mill Rd Trmo SC	803-239-7346	
Lisa Ricketts	1416 Lukes Lane Trmo SC	803-422-6450	
Steve Dixon	109 Middle Creek Rd	803-749-1417	
Michael Simpson	14 River Birch Rd	803-391-1593	

8

# Ballentine Rural Junc.

## PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME ADDRESS PHONE EMAIL

<del>Steve Shepard</del>	200 Beech Acres Rd.	29036 803-556-2440	sctrainer@gmail.com
Steve Shepard	200 Beech Acres Rd.	29036 803-361-4470	sctrainer@gmail.com
Sammie Haithcock	1101 Old Rd Chapin SC	29036 803-240-3273	LakeMurrayHeaven@aol.com
Steve Addy	1016 Wilbur Bickley Rd Chapin, SC	29036	addy6@msn.com
Lisa Addy	1016 Wilbur Bickley Rd, Chapin, SC	29036	addyld@msn.com
Forrest Addy	Same as above		forrestisonfire@gmail.com
✓ STAN BILGDER	17 SCOTT BRANCH RD CHAPIN	803/732-9965	bilgderstan@gmail.com

7

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
George D. Hayes	104 Winding Rd	803-317-1021	georgedavidhayes@hotmail.com
Katherine Hayes	104 Winding Rd	803-609-8064	kathyderrick.hayes@gmail.com
Gail A Brower	4 Sundance Ct	803-414-3520	brower.gail@yahoo.com
JAMES PETERS	1038 AMICK DR	803-606-0187	impetres79@gmail.com
Sally Peter	1038 Amick Dr.	802-406-0187	"
Ralph Craft	Waterhine Dr	803 970 6111	craft.ralph@gmail.com
Kevin	1905 Marina Ln.	803-622-4289	lcabost@aol.com
Brooks C. Allen	15 Sunrise Pt Irmo	803 361 0975	brookscallen@gmail.com
Mary Allen	15 Sunrise Pt Irmo	803 361 0975	maryallen@kistner.com
CHRIS WISE	125 Waterhine Irmo	803 563 0538	
PATRICK O'KEEFE	3 MORNINGSTAR CT, IRMO	605 430 2522	okeefe.p@icloud.com
Kerry O'Keefe	3 MORNINGSTAR CT, IRMO	702 419 4031	KERRY.O'KEEFE@icloud.com
Jane P. Smith	133 Winding Rd. Irmo	803-732-5541	Jane.1982Smith.com
Josh Shesby	115 Pebble Shore Road	803-732-9487	lcshealy@bellsouth.net
Kenneth Edwards	1007 Jones Rd	803-378-6904	boonecarolina@yahoo.com
Shelbourn	120 DERRICK DR IRMO	803-466-9503	srsbrown@icloud.com
David Langan	2 Beacon Point Ct, IRMO	803-466-3271	DLANGAN@SC.RR.COM
Marilyn Langan	2 Beacon Point Ct., IRMO	803-537-1283	molangan@SC.RR.COM



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Brenda Crawford III	1938 Marina Rd, Columbia SC 29063	803-436-8788	brendacrawford@vt.com
Bunni Crawford	1938 Marina Rd, Columbia SC 29063	803-269-1857	bunnicrawford_realtor@gmail.com
Cullen Simmons	349 Ballentine St Rd	803-781-5097	N/A

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Jeanne French	1124 Marina Rd	803-3546790	jeanne0268@yahoo
Michael French	1124 Marina Rd	803 600-3218	mfrench270@yahoo
Charimon Bauknight	1002 Sunset Point Rd IRMO, SC. 29063	803 732-7096	
Joe Bauknight	1002 Sunset Pt. Rd IRMO SC 29063	803-732-7096	
George Brower	4 Sunplance Ct Irmo SC 29063		Gegbrower@aol.com
Lee Wilson	2 Seafarer Ct Irmo SC 29063		lwilson@yahoo
Bob Rollings	1129 Marina Rd Irmo, SC 29063		Sarkyaz@mindspring.com
Sandy Rollings	1129 Marina road IRMO, S.C. 29063		11
Ally Dreher	1078 Sunset Point Rd. Irmo, SC 29063	404-713-9064	ally30233@yahoo.com
William Lobner	1048 Amick Dr Irmo SC	803-608-4661	dave.lobner@att.net
Scott Burdick	108 Watershire Dr Irmo SC	803-409-9749	scottb12765@yahoo.com
Will Harrell	1308 Farming Creek Rd. Irmo, SC	803-309-4190	wfh4980@gmail.com
Steve Spencer	1003 Amick Dr. Irmo, S.C.	704-579-1793	sspencer88@yahoo.com
B. Lee Thomas	1017 Sunset Point Rd Irmo SC	803 240 1361	CAPT1617@gmail.com
Rick Smoak	920 Karluel Rd Irmo SC	803 331 1734	rsmoak1@BellSouth.net
Theresa Recchia	200 Bethview Dr. Irmo SC	617 52-4652	tjrecchia@gmail.com
Joan Tweed	111 Saratoga Rd Irmo, SC	803 781 2995	
KENT FORRESTER	116 BALLENTINE PT. RD IRMO SC	803 .622.2178	KENTAS@bellsouth.net
Kathy Forrester	116 Ballentine Pt. Rd Irmo	803 866-9200	Kjforres@lexrich3.org



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Brad Everhart	10 Morningstar Ct Irmo, SC	803-622-7774	brad@brad.com
KAY EVERHART	10 MORNINGSTAR CT IRMO, SC	803-622-7774	" "
Margaret Ferguson	1109 Sunset Point Rd Irmo SC	803-245-3020	
MARK BELL	1009 JAMES RD IRMO SC	803-908-8950	markbell79@gmail.com
Wayne Martin	1113 Sunset Pt. Rd Irmo SC	803-727-2486	wayne@stiensupply.com
JL Martin	108 John Derrick Rd Irmo, SC	803-391-1407	JLMartin1623@gmail.com
Laura Martin	108 John Derrick Rd Irmo, SC	803-479-7339	LaurieAMARTIN00@yahoo.com
RT Burke	1945 Marina Rd Irmo SC	803-260-3963	rtburke@gmail.com
Juan M Burke	1945 Marina Rd Irmo SC	803-260-3964	burke.cynthia@gmail.com
Nahid Swails	104 Rideoutte Point Rd Irmo SC	803-724-0829	nahidswails@gmail.com
Carmen Fencel	115 Rideoutte Pt Rd Irmo SC	843-697-0944	
CHERYL ZACHA	113 Rideoutte Pt Rd Irmo SC	803-708-7107	CHEROBERT32@AOL.COM
Heather Bailey	1937 Marina Rd Irmo, SC	803-781-0754	hbailey86@yahoo.com
Kendy Bailey	1937 Marina Rd Irmo, SC	803-781-0754	
Robert A. Fencel	115 Rideoutte Pt Irmo SC	843-697-0921	rfencel@yahoo.com
Bruce Holland	112 Rideoutte Pt Irmo SC	803-238-3403	bruceholl@aol.com
Judy Holland	112 Rideoutte Pt Irmo SC	803-238-3743	jujuirmo@bellsouth.net

17

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Carol VanderHeide	1904 Marina Rd	803 761 1254	Harlemaster@gmail.com
Bruce VanderHeide	1904 Marina Rd Irmo SC	803 606-6001	hadrac@yahoo.com
James Heye	1901 Marina Rd Irmo SC	(817) 312-2360	singhaone@aol.com
Kenee Sluder	1059 Amick Dr Irmo SC	803 606-7966	rhsluder@aol
Stephanie Spicer	1003 Amick Dr Irmo SC	8704658 5330	ssponcer88c
Bathyl Ashley	1004 Amick Dr. Irmo SC	803 407 3261	kashly@bellsouth.net
Ann Ramsey	1036 JONES Rd Irmo SC	803 600 8111	
Mama Reynolds	1036 Jones Rd Irmo SC	803-238-1121	norma key 45@earthlink.net
Melanie Jay	8 Morning Star Ct Irmo SC	301-653-0747	gomaryk@aol.com
John W. Lepy III	12 Morningstar Ct.	803 586 1931	
Phil White	8 Morningstar Ct	301-653-9557	wlepyiii@aol.com
Sherry Strickland	1020 Sunset Point Rd Irmo	803 944 5847	philipwhite@gmail.com
	1051 Jones Rd Irmo	803 926 9393	

13



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Dorian Leroy	1040 Jones Rd	573-338-2683	srilleroy@gmail.com
Jeff Pankratz	110 Winding Rd	803 260 3606	JennyPawlak@gmail.com
Wm Sta Gilt	112 D Street	803-608-1610	
Joe Cantwell	1075 Amick Dr	803-269-2028	JCantwell@Certifiedperks.com
Brent Baccame	139 Winding Rd	803 420 6016	BACCAMEBRENT1@GMAIL.COM
Mr. B S	228 Blue Indigo Circle	803	
Ed Levee	110 Saratoga Rd	201-513-3487	ed.levae@yahoo.com
Talyn Swirey	145 Forrest Shealy Rd	803-422-1246	Klize@kinghous
	1015 Forrest Shealy Rd	803 312 5088	april@f3conceptlle.com
Ned Colvert	1917 Marina Rd	803 622 7290	gamecc@16527mail
Ken RICHARDS	210 Bethview DR IRMO SC	724 884 3921	IGLOOSCATS@yahos.com
Paris Richards	" "	803 422 6147	KARISMOTT@yahoo.com
Rebecca Henderson	} 9 Crystal View Ct. Irmo, SC	803-556-6107	BonnieRinSC@Aol.com
Bonnie H. Plankin			
Melissa Galloway	120 Ridecutte At. Irmo, SC		
John Galloway			
James P. Martin	6 Sundance Ct	803 665-1501	
Richard Best	1913 Marina Rd	803-261-1317	
John H. Best	1913 Marina Rd	803 447-8169	
John H. Ferguson	118 SIGNAL LN.	803-446-4598	JLJF43@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
MARIA LeVEE	110 SARATOGA RD	973-722-7689	maria-levee@yahoo.com
Hannah Sinker	117 Nading Rd	803-422-5887	hannahsinker@yahoo.com
MARC RANKIN	9 CRYSTAL VIEW CT	803-476-5350	RANKINHEELS@AOL.COM
Walker Brown	120 Derrick Drive	703-960-4458	walkerbrown97@juno.com
Cebron Rabuck	126 Derrick Drive	843-773-0405	cebronrabuck@gmail.com
Suzanne Rhoten	231 Derrick Dr.	803-297-4560	serhoten@yahoo.com
Tammy Cline	108 Ballentine Pt Rd	803-673-3442	tammycline@gmail.com
Lily Nalty	1008 Sunset Pt Rd	803-606-3225	Nalty.L@gmail.com
GEORGE McLEES	1008 Sunset Pt Rd	803-606-4636	mcleesf@bell-south.com
SHAUN BURKE	1048 AMILK DR	803-240-7990	rmburke@gmail.com
	113 CARDINAL COVE	785-410-0936	rebecca.m.pooey@gmail.com
Mardi Smith	229 Twin Gates Rd	803-530-3338	mardis.smith@gmail.com
Chip J MHL	229 Twin Gates Rd	803-360-7400	constangscw@gmail.com
Meluch Semerville	160 Crystal Manor Dr	(803) 269-4265	mschuchsemerville@gmail.com
Livia Semerville	160 Crystal Manor Drive	(803) 561-6103	livia.semerville@gmail.com
Linda Brown	85 Saratoga Rd, Arent	(603) 489-9777	
Jinega Ellis	1600 Marina Rd.	864-619-2745	jinegae@yahoo.com
Karen M Coward	5 Morningstar Ct	803-246-8126	Karen.Coward@gmail.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Charles Eleazer	1211 Rauch-Metz Rd	803-315-2494	CEleazer@gmail.com
ROBERT ELEAZER	1101 RAUCH-METZ RD	803 781-2233	ELEAZER1101@gmail.com
Holly Schoenauer	329 Ballentine Estates Rd	803-5294037	Schoenhd@gmail.com
Robert Schoenauer	329 Ballentine Estates Rd	803-5294037	Schoenrd@gmail.com
Henry B. MacI. W. Jr	124 WINDING Rd Inw 29063	803-261-0442	henrymaci.w.jr@gmail.com
Becki + Scott Trickey	542 Shadowood Dr	803 851-5349	bat2637@outlook.com
Steve + Novella Dixon	109 Middle Creek Rd	803 749 1417	sdixon7119@aol.com
Stacey Atk. W. Sr	23 Sunrise Pt	803 422 8201	SFatkinson@S.P.R.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Dianne Hays	232 Derrick Dr.	(843) 729-5339	pollydac6@aol.com
Mike Bertolani		(843) 729-5949	sandman ta@aol.com
Michael Bove	120 Signal Ln	803 360-2179	MTAC2009@AOL.COM
Amanda Timmons	101 Cardinal Cove	803-467-4972	Amandadtimmons@gmail.com
<del>John Kelly</del>	1600 Spring Rd, Apt. 105D		trialsuany@gmail.com
<del>John Kelly</del>	1012 Sunset Point	803-357-7840	
<del>Wanda Kuhn</del>	1012 Sunset Point Rd	803-781-4192	NANApeel@sc.rr.com
<del>Susan Poole</del>	2 Crystal Harbor Ct	803-732-1870	SUZAN@USIX.NET
<del>John A. Stanick</del>	1069 AMICK DR IRMO SC	803-600-8956	maxhupkins@gmail.com
<del>Denise Stanick</del>	100 Crystal Manor Dr Irmo	803 876 5555	Terry@ivmccounseling.com
<del>John A. Stanick</del>	1049 AMICK DR - IRMO 29063	803-513-1466	STANICK@AOL.COM
Alexandra Johnson	1212 Marina Rd - Irmo, SC 29063	803-766-8034	Johnsona1988@gmail.com
ROBERT BROWN	120 Derrick DR	803-479-0548	bbiii@mac.com
Kim Patterson	1104 Sunset Point Rd Irmo, SC 29063	803-622-9143	Kap3894@yahoo.com
Edwin Johnson	109 CARDINAL COVE, IRMO, 29063	803-360-2040	Edwin Johnson 803@hotmail.com
ELAINE JOHNSON	149 CARDINAL COVE, IRMO, 29063	803-360-4574	ELAINEJOHNSON803@LIVE.COM

14

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Betty Sansbury	115 Ballentine Pt Rd	803-261-8884	mebethi@sc.rr.com
TIM DRIGGERS	102 SIGNAL LN	803-727-2849	ttriggers08@gmail.com
David Easey	125 Cardinal Cv	267-626-3031	Easeydj@yahoo.com
Baichi Chen	125 Cardinal Cv	704-604-2222	Adrianamayberry@gmail.com
Ami Ghille	112 Pebble Shore Rd	803-315-8215	amighille@gmail.com
Leann A. Brown	115 Bethview Dr. Irmo	803-446-2045	lisen.tran@gmail.com
Leann A. Brown	1011 SUNSET PT. RD 29063	803 732 1560	abrown2751@aol.com
Leann A. Brown	1011 Sunset Pt. Rd. 29063	803-732-1560	abrown2751@aol.com
CONNIE MATHAFFEY	385 DERRICK DR 29063	803-210-7914	MATHAMATHAFFEY@SC.RR.COM
Christine Clark	1304 Marina Rd Irmo SC 29063	803 731 4395	christineclark@yahoo.com
Edward Gomeau	1304 MARINA Rd IRMO SC	203 767-2555	ecgomeau@Aoc.com
Bobbie Jenigan	118 SIGNAL LN IRMO SC	803-767-8336	
Drew Star Stanfield, JR	124 RIVINGTON AVENUE ROAD, IRMO	(803) 543-7111	star.stanfield@gmail.com
Larry Heisler	1033 Sid Siting Rd Irmo SC	614 638 2322	
Matthew Martin	32 Crystal Harbor Ct, Irmo SC	704-648-1075	Matthew1805@yahoo.com
Allison Martin	32 Crystal Harbor Ct, Irmo SC	513-535-3343	Alfa1k09@gmail.com
Bonnie Hipkins	1070 Amidt Dr, Irmo, SC	803-361-8616	bhipkins01@gmail.com
Eric Fizzetta	1049 Marina Rd, Irmo SC	803-629-1570	fizzetta@q.etc.edu
Katie Glenn	5 Seaford Ct, Irmo SC	803-264-3999	clenonsgtberget@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Brook Scheller	241 Derrick Dr	605 2132	brook@sc.cc.com
Nick Powell	110 Signal Lane	803 397 2391	npowell2016@icloud.com
Hannah Powell	110 Signal Lane	910-625-5335	hannahjozette@gmail.com
Tiffany Stanfield	124 Rideoutte Point Rd.	803-386-5055	tstanfield26@gmail.com
Jeanette Macchiaverna	216 Derrick Dr, Irmo, SC	803-749-2711	jhm@sc.rr.com
Sandra Wallace	125 Rideoutte Pt Irmo	803- <del>733</del>	swallace@
G. Tom WALLACE	125 Rideoutte Pt Rd Irmo	920-2967	central.sc.org
Deborah Hurley	1057 JONES Rd, IRMO, SC 29063	803-622-1709	debhurley1@gmail.com
Lee Ayers	111 Pebble Shore Rd, Irmo, SC 29023	803-413-5437	leehayers@gmail.com
Cindy Driggers Mooney	103 Derrick Dr. Irmo SC	803 600-1611	CindyDriggers1@gmail.com
Holly B. Wingard	127 Winding Rd Irmo SC	864 2370896	holly.wingard@gmail.com
Traedie Rowe	120 Signal Ln Irmo SC	803 260 4315	trowe4@gmail.com
Cheryl L. Saults	141 Winding Rd Irmo, SC	803 917-8314	Cheryl@saultsINS.com
Shannon Lever-Hipkins	1069 Amick Dr Irmo, SC	803-597-6199	leverclermson3@gmail.com
Will Basinge	1803 manny rd Irmo, SC	SC 603-2040	wbasinge@gmail.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
SHARAD PARIKH	130 SIGNAL LANE	803-467-8396	SHOBHANA.PARIKH@GMAIL.COM
HUGH BRADLEY	1041 JONES RD, IRMO, SC	803-661-7466	HUGHBRADLEY@GMAIL.COM
W. G. Bussell	19 Sunrise Point Irmo, SC 29063	803-212-5170	ebussell@gmail.com
Frank Eayle	71 1923 marina rd	803-781-7673	Frank@Eayle.com
Gordon Bobbett	108 Signal Ln, Irmo SC	252-259-6350	gcadet41@yahoo.com
Charlie Wilkinson	101 Libby Ln Ballentine	803-348-0234	cupilkinson@sc.rr.com
Denise Wilkinson	101 Libby Ln Ballentine	803-606-4149	dwillkinson@jannetfolife.com
Julius Jones	101 Saratoga Rd Irmo	803-798-4499	JJONES33@MSN.COM
Evelyn P. Jones	" " " "	" " " "	JJONES33@MSN.COM
Melanie West	112 Ridroute Pte Rd Irmo SC 29063	" " " "	" " " "
Louise Burper	1048 Jones Rd Irmo	803-331-4435	louburper@aol.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
LORI Eller	132 Botang Dr Irma	803-315-0730	
JAY TOMLINSON	106 Winding Rd	803-608-3330	jaygregorytomlinson@gmail.com
FRANK MACCHIAVENTA	216 Derrick Dr	803-240-2045	
ROBERT N. SHAWLY III	115 Pebble Stone Rd	803-513-9465	
Sonia Felts	707 Whitewater Dr	(803) 530-6595	
Leslie E Tweed	111 Saratoga Rd Irma	803-781-2995	let111@SC.PR.com
THEODORE T. JUNG	126 Signal Lane Irma	(803) 608-7325	
Cheryl M. Gantt-Xavier	343 Presque Isle Rd.	(803) 803-9796	6526
Christopher Dove	120 Signal Lane	864-407-0416	chrsmbowe@aol.com
Lauren Gunn	1056 Jones Rd. Irmo, SC 29063	760-5438150	mlaurengunn@gmail.com
HISSA WILSON	2 Seafarer Ct Irmo SC	585-217-3864	awilson@jbswerling.com
John B. Lowman ID	#7 Sunrise Pt, IRMO SC	803-563-3969	
Krais Clark	1134 Sunset Pt, Irmo, SC	(978) 500-9226	klark@
Georgie Randall	212 Corinthian Drive Chapin	803-603-7153	
Mary Dale Morgan	#6 SUNDANCE CT. 29063	803-665-1502	MDMORGAN@Gmail
Bill Kimrey	108 Winding Rd	803-466-1217	
Danny King	108 Winding Rd	803-466-0420	billkimrey@hotmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Greg Levine	1063 Amick Dr Irmo SC 29063	803 960 9291	G.L.Levine@twinet.com
Lodi Levine	1063 Amick Dr Irmo SC 29063	803-960-9351	4521
Nikki Brown	105 Watershine Dr. Irmo SC 29063	803-760-4113	nikki.brown@redcross.org
Riley Brown	105 Water-Spire Dr. Irmo SC 29063	843-391-7620	rileybrown@aol.com
Hayward Glenn	5 Scufaree Ct	803-636-1838	hayward89@gmail.com
WALT BEAL	1133 SUNSET POINT RD, IRMO, SC	803-318-5510	WALTBEAL@aol.com
NEDA BEAL	" " " " " "	" "	NEDEBEAL@aol.com
Chris Lempeis	1057 Amick Dr Irmo 29063	803 608 6662	lempeischris@gmail.com
Catherine Lempeis	1057 AMICK Dr. Irmo 29063	803-608-6660	cattlempeis@gmail.com
Clayton Gunn	1056 Jones Rd Irmo 29063	760-593-8151	clayton.gunn@gmail.com
Drew Newman	116 Winding Rd. 29063	803 414 8339	drewnewman@gmail.com
Kelly Newman	116 Winding Rd. 29063	803 414 6364	drewnewman@gmail.com
Larry J. Sluder	1059 Amick Dr- Irmo SC	803-530-5374	jay.sluder@aol.com
Garrett Hunter	1017 Amick Dr. Irmo SC	803-318-7856	Garrettghunter@aol.com
Robert A Bullard	5361 Pyrrick Pr Irmo, SC	(803) 240-4503	RBULLARD101323@aol.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
ROBERT W. ROLIN <i>Publix</i>	109 BALLENTINE PT. ROAD	803-732-1310	billrolin@gmail.com
BARBARA H. ROLIN <i>Barbara H. Robin</i>	109 BALLENTINE PT ROAD	803-732-1310	
Havilah Huntington HIPPOKRATIS KIKARIS	1600 Marina Rd 113 WATERLINE DR	803-238-6587 803-3611781	Havilahsmavilaha@gmail.com Hippluzob@gmail.com
Louisa Chatistauer <i>Keapins</i>	113 Watershure Dr 1048 Jones Rd	803-269-0847	laulia2012dine.com
<i>J Walters</i>	1600 Marina Rd #306D 271 DERRICK DR	803-603-0896 617-416-8821	vetsurgdoc@gmail.com Susan.Sherman@gmail.com
<i>William Newzen</i>	1305 Marina Rd	803-772-7775	jwalterslie.sc.gov
Jane Melven Reese Melven	1305 Marina Rd. 1305 Marina Rd.	803-940-7714 803-931-2279	Emelven@gmail.com jpmelven@leapfrog.com rmelven@gmail.com
<i>Tim &amp; Connie Ritz</i>	10 Sandance Ct Irmo SC	803-463-3691	trile2040@aol.com
Allison Hunter	1017 Amick Dr. Irmo SC 29063	803-429-6712	abblair@aol.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Christina Sergi	209 Willowood Pkwy Chapin 29036		sergi@mailbox.sc.edu
Bonnie Lillard	113 Pond Edge Lane	(803) 309-2501	Lillardbonnie@gmail.com
Jeffery Lillard	113 Pond Edge Lane	(803) 569-8757	lillardj,j@gmail.com
SUZANNE RAST	114 Pond Edge Lane	(803) 419-9608	Scindyfan.yevr@gmail.com
Ennis Jordan Matthews	120 Woodglan Ln	(803)-429-9200	EJordanmatthews@gmail
Robert Duna	117 Woodglan Ln	803 5307367	Robert786@bellsouth.net
Mark Weaver	660 Willowood Parkway	803-429-3212	mike@markweaver@hotmail.com
Desiree Weaver	660 Willowood Pkwy	803 429-2510	desireeweaver@hotmail.
Margaret Wilfong	634 Willowood Pkwy	803-888-6298	maggie19972@gmail.com
Rudy D. Pietra	634 Willowood Pkwy	803-888-6298	rudy3901@gmail.com
MARTIN Hollenbeck	616 Willowood Pkwy	803-318-1862	TEXASMARTY@AOL.COM
Steph PARRA	608 Willowood Pkwy	803-319-4455	shjama1@yahoo.com
Sharon Farra	608 Willowood Pkwy	803-348-0693	sharonfarra@yahoo.com
Bill Weather	301 Willowood Pkwy	803-366-2089	bweath@gmail.com
Robert Cunningham	817 Willowood Pky	803 422 8100	cdcunningham@gmail.com
Jennifer Marler	609 Willowood Pkwy	912 660 4731	jmarler@email.sc.edu
Tod yano Sexton	109 Spring Blossom Ln	803 732-5780	
AJ Koehler	128 Stony Point Ln	840 529 5483	ajkoehler@yahoo.com
ROD HALL	804 Willowood Parkway	385 221 7606	rodhall624@gmail.com

19

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Roger Lawrence	620 Willowood Pky Chapin SC 29036	803 708 5172	N/A
ROSE LAWRENCE	620 WILLOWOOD PARKWAY, CHAPIN, SC	29036 304-543-3211	N/A
MIKE Judy	409 Willowood Parkway Chapin	29036 - 803-7301502	N/A
Debbie Shuler	409 Willowood Parkway Chapin	29036 - 803-7301502	N/A
Doug HARDER	600 Willowood Pky Chapin	803.407.9877	
Holly Ailes	613 Willowood Pky Chapin SC	803-807-7438	
Yetta Martin	413 Willowood Pky Chapin	SC. 803-781-2572	
Lisa Foughtalent	120 Mistyline Ln Chapin	SC 803-260-2939	N/A
Jane [unclear]	652 Willowood Pky Chapin SC	518-233-4407	
Sara Rushing	589 Willowood Pky Chapin SC	803-781-1861	
RONNIE GOEBEL	408 Willowood Pky Chapin, SC	(803) 360-6944	rgoebel4@gmail.com
Christine Fanelli	301 Willowood Parkway Chapin SC	803-394-8472	Chrissy916@yahoo.com
DYLAN SOWERS	300 WILLOWOOD PARKWAY CHAPIN, SC	803-319-7550	DSOWERS@HORMAEL.COM
KENNY Boling	216 Willowood Parkway	803-586-0762	kboling@TWC.COM
Jeremy Mihalyo	301 Willowood Parkway Chapin SC	803-605-1220	Kingofcars22@yahoo.com
ROJ POWERS	205 Willowood Pky Chapin, SC 29036	803-597-6775	rojpowers1907@gmail.com
DON TORRY	109 Mistyline Ln, Chapin	803-477-1657	TORRY DON 2007@gmail.com
LINDA TORRY	109 Mistyline Ln, Chapin SC	803-261-4641	
JAN Helkumbe	209 Willowood PK Chapin	516-286-8858	

19

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Mansfield Fields	3 Sundance Ct Irmo	803-413-5591	mcf@sc.vv.com
Phillip McCoy	1008 Amick DR IRMO, SC 29063	803-732-1756	<del>phillip.mccoy@sc.vv.com</del> phil29063-voter@yahoo.com
Charlie Lucas	220 Derrick Dr, IRMO SC	803-513-4235	lucasbuithe@sc.rk.com
Allan Hill	119 Derrick Dr Irmo SC	803-429-6601	allanhill07@gmail.com
MARLA SMOAK	116 CARDINAL COVE IRMO	803-360-9168	marlasmoak@yahoo.com
Carolyn Morgan	381 Derrick Dr Irmo		
Anthony Lett	1310 Farming Creek Rd Irmo	401-744-3717	anthonylett1223@gmail.com
Naomi Torfin	1310 Farming Creek Rd Irmo	803-549-2331	Naomi.torfin@gmail.com
Tonie S. Limperos	112 John Derrick Rd, Irmo 29063	803-298-9979	gogrkgirl@gmail.com
Nick Limperos	112 JOHN DERRICK RD. IRMO 29063	803-869-5344	nalimperos@gmail.com
Kyle Hunt	141 Saratoga Rd 29063	803-750-3983	kmhunt78@yahoo.com
Jonathan P. Hunt	141 Saratoga Rd 29063	803-750-3983	jphunt1@yahoo.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	John Lambert	ADDRESS	1948 Marina Rd Irmco SC	PHONE	803 2617788	EMAIL	JcLambert@
------	--------------	---------	----------------------------	-------	-------------	-------	------------

Donna Lee Butler	4 Seagarden Ct Irmco SC	(919) 868-0482	jbutler05@	Adl.
MICHAEL D. KIRK	P.O. BOX BALLENTINE, SC	803-608-1384	gmail.com	
CO-PRESIDENT LAKE MURRAY ASSOCIATION		CAPTAIN MIKE 5767@ATT.NET	COM	
Phillip Bradley	304 Hookston way	803-447-5842		



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Drew Parker	197 Stockmoore Rod	803 319 6497	Drewparker-sc@yahoo.com
Margo VanderKolk	1042 Amick Drive	803 781 3263	—
Shelly Cantwell	1075 Amick Drive	803-467-8466	shellycantwell0428@yahoo.com
Sarah Kirby	112 Signal Lane	864 607 1558	Sgrichter2@gmail.com
Betty Getgood	5 Beacon Pt Ct. IRMO	840-808 6137	BW6ESWVA.NET

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME ADDRESS PHONE EMAIL

NAME	ADDRESS	PHONE	EMAIL
Kim Patterson			
Meredith Smith	113 Summer Pines Drive	803 246 4117	mhg@leaton@gmail.com
ALFRED L Coleman JK	103 DUTCH FORD CIRCLE	TR 803 496 5428	ALCOLE@SOUTHERN.net

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Shirley H. Kense	267 Old Farm	803-781-1668	N/A
Angela K Smith	267 Old Farm	803 413 4755	N/A
Stephane Olex		973 540-8130	N/A
Debra	1069 Marina Rd	803-513-4238	N/A
Rita S. LeBay	1040 Jones Rd	8573-338-2684	n/a
Jill Jant	256 Amenity Rd,	404-333-3536	
Sue Altier	104 Ballentine Point Rd,	Ikms 29063	
Frank Altier	104 Ballentine Point Rd	29063	
Bon H. San Francisco	1220 Ellett Rd.	8036082855	barchay@gmail

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Ada Free	150 Bethview Dr Irmo	803-603-9149	adaactfree1@gmail.com
John Free	150 Bethview Dr Irmo	803-603-9148	jr.free49@gmail.com
Jammy Cashion	1916 Marina Rd Irmo	803-381-8313	
Jodie Gaudstermer	171 Bethview Dr Irmo	803-683-2590	andyjunk@mail.com
Paul A Semones	110 Bauknight Rd, Irmo	803-361-6816	kidex65@gmail.com
Carole S. Semones	110 Bauknight Rd, Irmo	803-749-5591	
Robert Shealy	116 Pebble Shore Rd	803-960-8588	
Janice Shealy	115 Pebble Shore Rd	803-960-8588	
Sherry Schmidt	124 Signal Lane	619 818 3756	
Sherry Schmidt	124 Signal Lane	888-735-6299	
Sherry Schmidt	1045 Amick Drive	803-931-3301	
Matt Bentley	1045 Amick Drive	803-806-2077	
Brian L. Swell	121 DERRIER DR	802-767-1642	

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
* Anne & Jeff Wilson	152 Cardinal Cove Trmo	541-554-9174	graced1992@gmail.com
Kirk & Shelia Stecker	341 Derrick Dr SC 29063	803-7383	
<del>Sergey Tsyplakov</del>	<del>105 Libby Ln, Ballentine</del>	<del>(803)-466-2194</del>	<del>stepblend@gmail.com</del>
Luda Tsyplakova	105 Libby Ln., Ballentine	(803)-467-3474	sergey@moore.sc.edu luda_tsyplakova@hotmail.com
Elizabeth Tsyplakova	105 Libby Ln., Ballentine	(803) 467-3474	luda_tsyplakova@hotmail.com
Chris Cothran	350 Derrick Dr, Ballentine	803-472-7160	diureticmatic@icloud.com
Spencer Brown	120 Derrick Drive, Ballentine	803-636-7248	spencerbrown25@gmail.com
Victoria Claytor	120 Derrick Drive, Ballentine	803-201-6567	
Gregory Johnson	1212 Marina Rd Trmo	803-237-5702	WNAEM Johnson
Phillip Johnson	1212 Marina Rd Trmo	803-237-5702	WNAEM Johnson
FRED OLEY	256 LAUREL BROOK DR	974-586-9129	FWOLEY



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Judd Carlson	141 Bethview Dr, Irmo, SC	(218) 390-1651	juddcarlson1@att.net
Donna Carlson	141 Bethview Dr, Irmo, SC	218 303 6659	" "
Tom / Lul	5 MORNINGSTAR COURT, IRMO, SC	803-777-9814	jbond1134@gmail.com
Melissa Bell	1009 Jones Rd, Irmo SC	765-418-0605	melissabell2005@gmail.com
Tony L. West	1323 FARMING CREEK RD IRMO	512-825-5942	TWEST7@LIVE.COM
Kim Nguyen	100 Watershure Dr. IRMO SC 29063	803 348 5323	Nguyennk@gmail.com
EVERETT CASHION	1916 MARINA RE	803 730 2806	ECASHION@BellSouth.NET
Caroline Connelly	270 Derrick DR, IRMO SC 29063	803-960-1362	Carolineconn2@gmail.com
Mel 3 M A	160 Main St Irmo	843 625 6295	Melinda@low-rod.com
Caronda Wilson	180 Bethview Dr Irmo	803-553-1047	MelindaWilson@gmail.com
Debi Burdick	180 Bethview Drive Irmo SC 29063	803 348-2472	mel.wilson-91@gmail.com
Debi Burdick	108 watershure, Irmo, SC	803-683-1832	BurdiDeb53@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
LAURA PARNELL	135 Winding Rd	803-749-0610	lauraparnelloz@gmail.com
JEFF MUSKA	116 Pebble Shore	480-254-1873	JSMUSKA@GMAIL.COM
Athena Roumeliotis	105 Cardinal Cove	617-510-4612	Roumeliotis@yahoo
EVA ARGENTIERI	117 BEACON POINT RD	803-206-3583	billandevainse@att.net
KALOYANA NATER	109 Watershire Dr	803 667 8396	yanakay.bg@gmail.com
Charlie Branham	138 Signal Lane	803-429-2796	Branham105@gmail.com
Marissa Hill	119 Derrick Drive	803 394 0381	marissdcantwell300@gmail.com
Danielle McClure	321 Derrick Dr.	(803) 862-7337	mclclure2@sc.rr.com
Yvonne McClure	321 Derrick Dr.	(803) 732-5130	mclclure4@sc.rr.com

9



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Brittany Powers Berlinut	12 Sundance Ct. Irmo SC 29063	410 829 5921	BLPowersDPT@gmail.com
Ryan Berlinut	12 Sundance Ct Irmo SC 29063	410 274 0089	ryanberlinut@gmail.com
Joe Bauknight	1000 Sunset Point Rd Irmo 29063	803 732 7096	
Charmon Patricia Bauknight	1000 Sunset Point Rd Irmo 29063	803 732 7096	
Nancy DeMuth	130 Beth View Dr Irmo 29063	803 727 6449	ndemuthbc@gmail.com
Allison Ricard	111 Derrick Dr Irmo SC 29063	803 467 421	Alli.Ricard@gmail.com
Jack Britt III	1012 Jones Rd Irmo 29063	803 315 6529	Hampton065353@gmail.com
Alyssa Trussell	1 Chase Ct Irmo SC 29063	803 467 9358	aatrussell00@gmail.com
Pamela Trussell	1 Chase Ct Irmo SC 29063	803 467 0653	pwtrussell@gmail.com
James V Butler	1028 Jones Rd Irmo SC 29063	803 227 6910	jbkayaker@msu.com
E. Robin Semones	105 Bauknight Rd, Irmo SC 29063	803 497 5802	robin.semones@gmail.com
Aaron Bettas	S Crystal View Ct Irmo SC 29063	678 787 8595	a-bettas@hotmail.com
Mairal Bettas	S. Crystal View Ct Irmo SC 29063	336 408 6016	m_bettas@hotmail.com

13

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Pete@PanteaoProductions.com			
Pete Brown	105 Watershire Dr.	803 351 9725	
TOM RHODES	124 PEBBLE SHORE RD.	803 309 5224	
Dina McPherson	116 Currioman Dr. Chapin	803-315-3996	
Earl McPherson	116 Currioman Drive Chapin	803 600 8281	
Cal John H Getgood	5 Beacon Pt Ct	540-806-6137	
Denise Root	3 Beacon Point Ct Irmo	815-222-8918	
Tom Root	3 Beacon Point Ct, Irmo	803-317-9540	
Sandra Muska	116 Pebble Shore Rd Irmo	586-933-3563	
Thanh Nguyen	100 Watershire Dr Irmo SC 29063	803 319-9939	
Uy Nguyen	100 Watershire Dr Irmo SC 29063	803 408 7972	
Duc Nguyen	151 Bethview Pr. Irmo SC 29063	864-321-7852	nguyenduc@gmail.com
Le Nguyen	151 Bethview Dr Irmo, SC 29063	803-743-6979	nguyenlt52@gmail.com
Mardale Evans	108 Ridgeway Point Rd Irmo SC 29063	803 944 4510	charmel08@gmail.com
Linda C Retske	1412 Marlena Rd	803-553-4924	linda@retske.com
Dolores Sparrow	112 Blazing Cone Rd	803-781-8526	

16

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Doug Cannon	1600 Marina Rd	518 802 1337	dbld25@gmail.com
Carol Moffatt	217 West Palm Dr.	571 531 5742	audcarmoff@gmail.com
Marcy Collins	209 Center Ct 29212	803 931 6283	mcollins44@gmail.com
Ed Welch	124 DEER TRACT DR LITTLE MT 29675		EANDR-WELCH@gmail.com
DON PETRONE	114 JASMINE BAY LN CHAPIN 29036		dpetrone1@yahoo.com
Michael Trotter	1810 Johnson Marina Rd.	803 341 1945	
SHAUN MCINTYRE	932 BRICKINGHAM WAY	717-542-3910	SHAUN.MCINTYRE@gmail.com
Bill SCARWRIGHT	1600 MARINA RD 208A	804 923 0995	willc29325@yahoo.com
MIKE REAVES	216 JACKSTAY CT. CHAPIN	803-240-0964	mmreaves@gmail.com
STEBB SWAN	1600 MARINA RD 202B IRMO	912-617-4148	SASWAN01@GMAIL.COM
Desiree Fredrick	3510 Kennerly Rd Irmo SC	803-369-1350	thewordscaniresort.com
Charlie Stovers	1504 Marina Rd	803 629-0130	
Kelly McGeel	1071 Law and rd. Columbus 29212	803 266 0885	murphy71@gmail.com
Mark Frederick	3510 Kennerly Rd. Irmo SC	803 760 9977	LOCUST015@
Desiree Frederick	3512 Kennerly Rd. Irmo SC 29063	803-369-1350	thewordscaniresort@yahoo.com
Chris Smithson	1600 Marina Rd 305K	803-622-1563	cmithson149@gmail.com
Cheryl Turner	100 Murray Point Ln. Chapin SC	803-771-1200	shoosnoob@tux.com
Josh Helt	103 Murray Point Ln Chapin SC	803 427 1545	Josh.Helt@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Christi Corner	104 Murray Point Ln 29036	629 7534	Christi.Corner@gmail.com
<del>Celena</del> JONNA SOX	100 MURRAY POINT	803 429 2125	N/A
Deana Jowers	1600 Marina Rd., 122A, Irmo, SC	803-537-876	
Greg Jowers	1600 Marina Rd., 122A, Irmo, SC	" "	
Brook Watson	108 Ballentine Pt Rd Irmo SC		
Noah Schelble	241 Derrick Dr. Irmo SC	803-463-7907	
Brooke Parker	1210 Old rd chapin, SC <del>217 Chapin Brook Ct Chapin, SC</del>	803-673-1500	
Madysen Buxton	112 Cedar Crest Lane Irmo, SC	803-429-0764	
McCade Cooper	112 Cedar Crest Lane Irmo, SC	803-834-2173	
Ryan Parker	116 Mount Olivet Church Rd	803-834-2467	
Chelsea Parker	"	803-528-0386	

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Charles W Fant	256 Amenity Rd	404-583-3038	cfantl@att.net
Sam Reynolds	525 Sunset Point Rd,		
Scott + <del>Jeanine</del> Phillips	281 Derrick Rd.		
Jeanine Phillips	281 Derrick Rd.		jeaninephillips@gmail.com
Kim Patterson	1107 Sunset Point Rd.	803-622-9143	
Kendall Finch	1124 Manha Rd		N/A

Did not scan



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
PATRICK LEE	212 TATTERS TRL IRMO.	803 744 0837	MADEE622@ME.com
DEBORAH SHAW	4 GREEN SHANK CT IRMO	803 422 3050	dashawredshaw@aol
DAVID SHAW	" " "	803 237 4144	" "
Pam Robinson	220 Tatters Trail Irmo	803-530-3960	phrob1994@gmail
Darra Irish	117 Shorebreeze Dr Irmo, SC 29063	803-315-6848	dava.irish@aol.com
Carel Sand	2001 Salem Church Rd Irmo	803-569-7666	je929063@yahoo
Rubina Khan	1804 Salem Church Rd Irmo	803 760 8691	rubinakhan1@gmail.com
Asif Khan	" "	803-222-5064	asif@engr.sc.edu
Allan Dox	226 Shorebreeze Drive Irmo	803-261-0189	allane2vgroup-sc.com
Phil Sutton	211 Shore Breeze DR, IRMO SC	803-360-1538	JSutton389@aol.com
Mark Lobby	225 Shorebreeze Dr. Irmo SC	803-403-6403	mark.lobby@gmail.com
Suea Wilson	208 Pleiad Dr. Irmo	803-781-8081	hulawilow013@gmail.com
Becky Tenny	114 Tranquil Tr. Irmo	803-960-8467	ht5tenny@aol.com
Nandy Martin	216 Pleiad Dr. Irmo	803-667-9096	Martin19431946@gmail.com
Emily Catoe	105 TRANQUIL TR	803-798-5672	38KTOE@gmail.com
Steve Lane	1961 Salem Church Rd	540 718 1479	stevelane1@bnet.yahoo.com
Sarah Lane	1901 Salem Church Rd	540 718-6985	sarahlane1@hotmail.com
Ben Rivers	102 Tranquil Trail	803 629 7781	ben.rivers@sop-llc.com

14

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
DARRELL ROSS	961 FAIRLINDA CT	(803) 917-4490	DARRELLROSS77@GMAIL.COM
GLENNIE AKERN	141 CABIN COVE	803 318 3595	gakerm2156@aol.com
GLEN M. LIPSCOMB	192 HUNTER DR., CHAPIN	803-622-6329	GMLIPSCOMB2@GMAIL.COM

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Denise Anderson	331 BALLENTINE EST RD	(803) 791-6882	
Erna W. James	348 BALLENTINE EST RD	803-781-2286	
Wendy Keen	548 Lakewood DR	803-345-3982	
RBist	333 BALLENTINE EST	803-518-6119	
2 Karen & Mike Porterfield	332 Ballentine Estates Rd	803-732-4129	
3, Meredith S. Sattell	354 Ballentine Estates Rd	803-785-3	
4, Alan Wilson	Ballentine Est Ct.	803-715-4722	
5, Doug Wilson	"	803-245-9494	
6, Henry Britton	6 Myrtle Court	803-422-2501	
Leonette Coulter	316 Ballentine Estates Rd	803-781-2815	
Dany Coulter	316 Ballentine Estates Rd	803-781-2815	
Zlinda Miller	312 Ballentine Estates Rd	803-706-424-3181	
Jan Miller	312 Ballentine Estates Rd	706-424-0341	
Susan Stone	315 Ballentine Estates Rd	803-428-4159	
John Stone	"	803-429-5124	
Margaret BOSTER	320 Ballentine Estates Rd	803-441-0928	
Gay Johnson	317 Ballentine Estates Rd, IRMO	803-407-7487	

# MARINA

## PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Alex Hanna	2399 Pine Tops Rd 220 Wells Pointe Drive	803-457-1184 803-457-2610	keeceyounger23@gmail.com Alexandra.hanna@gmail.com

2




# Marina - Ballentine

## PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Tenye Godown	200 Strawberry Rdg. Ln.		mayan.moriz@gmail.com
Bud Galvan	200 Strawberry Rdg. Ln.		budgalvan@att.net
Michael Strickland	1051 Jones Rd		Edisto7.me@gmail.com
Michael Dickert	4242 Wilmot Ave		dickert@att.net
Lacey Echeverre	1601 Marina Rd. Apt 202		lacher@att.net
Zachary Echeverre	1601 Marina Rd. Apt 202		lcaai@yahoo.com
	361 Summerset Dr.		BJINES6@gmail.com
Renee Smith	400 Willowood Pkwy		chr55sc@gmail.com
Charles M. Hui	537 Slices Way		cmharris62@gmail.com
CURT LAUDICK	117 Lazy Cove Lane		cj1808@active.com
David Sonnett	112 Pond Edge Lane		devid.sonnett@gmail.com

11



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation, and 2) OPPOSE restrictions to prohibit private property/use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME

ADDRESS

PHONE

EMAIL

Roberta Spauld	9170115 Wain	803-605-5159	rebarnes@redox.com
Jean-Louis Lecordier	76 MUSKAT RD	803-781-7693	jeanlouis.lecordier@gmail.com
Tanya M. Bruce	1100 Burke Richardson Dr	803-553-7684	

3

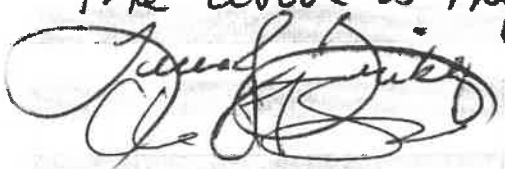
PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Teresa Brinkley	118 Blackburn Rd W. Irmo SC 29063	803-732-2096	Lakebomth@aol.com
Chris Brinkley	118 Blackburn Rd W Irmo SC 29063	803-732-2096	YelKnirb@bellSouth.net

The above is my authorized signature for this petition





PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
------	---------	-------	-------

Jo Ellen Reynolds	1024 Jones Rd Sumo	803 518 0575	N/A
Roddy Reynolds	" " " "	803 518 0575	N/A
Rowland Reynolds	1017 Jones Rd Sumo	803-518-0575	N/A
Christy Reynolds	" " " "	803 518 0575	N/A
Catherine Sawyer	124 Hexham Circle Sumo		

5

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Jane Gibson	297 Placid Dr Irmo	3016618807	jjgibson191@aol.com
W. Lynn Campbell	103 Lake Estates of Irmo	803-732-1444	wlyncamp@aol.com
James P. Sutton	211 Shore Breeze Dr. Irmo	803-360-1538	jsutton389@aol.com
Stephen E. Jordan	5 Tattlers Ct. Irmo	803-360-9557	sjordan1@sc.rr.com
<del>DAK THORNE</del>	117 Rideoutte Pt Rd	8605594638	Bathorne@xpress.com
Cindy Thorne	117 Rideoutte Pt Rd.	803-603-3240	cjthor4@yahoo.com
Willie Russell	321 Ballentine Estates Rd, Irmo	803-212-8788	willierussell@mscny.com
Heather W. Bowers	321 Ballentine Estates Rd, Irmo	803-960-3774	
Keena D. Bowers	137 Whiting Rd, Irmo, SC	803-422-3340	
David W. Bowers	137 Whiting Rd, Irmo, SC		
Kelly Adams	4 Pennigail Ct. Irmo SC	8036007623	lucybelle10@aol.com
Tim Adams	4 Pennigail Ct. Irmo SC	8032060543	

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Janice Shull / Janie Shull	149 BLACKBURN Rd.	803-238-2106	janice@shullmediapartners.com
Wynne Shull / Wynne Shull	149 BLACKBURN Rd	803-238-2060	wynne@shullmediapartners.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
<i>Chad Glass</i>	139 Blackburn Rd Irmo, SC 29063	803-543-7528	Chad@capstone.glass
<i>Connie Waldrop</i>	139 Blackburn Rd Irmo, SC 29063	803-513-3984	Conniewaldrop@sc.rr.com
<i>Charles Waldrop</i>	139 Blackburn Rd Irmo, SC 29063	803-248-9889	charles@capstone.glass

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Sherri murdock	1121 AJ Amick Rd Irmo, SC 29063	(803) 446-8756	Sherri@murdock insurance.com
Randy murdock	1121 AJ Amick Rd Irmo, SC 29063	(803) 446-3278	Randy@murdock insurance.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Margy Kital	91 Middle Creek Rd Irmo	803-407-5233(n)	gigpoppy@att.net
Jim Poole	1541 Salem Church Rd Irmo, SC	803-608-3045	James.Poole@UPL.com
Cynthia Lyon	213 Shore breeze	803-360-3310	LYON.Robert@ATT.net
Robert E. Lyon, Jr.	213 Shore breeze	803-530-5215	lyon.bob@att.net
Nigel Colon	117 Joe Free Rd	803-298-4888	FirstLast@gmail.com
Vikki meadows	3 Tatters Ct. Irmo SC 29063	803-397-0060	vmeadows219@yahoo.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Chuck Keenic	1308 MARINA RD	803 463 7820	
KATHY KEANIS	1308 MARINA RD	803 463 4111	
PATRICE PUETTE	1717 MARINA RD	803 606 8271	puette3@gmail.com
Rosalyn Stevens	106 Signal Lane	803-920-6757	angel96.depalma@gmail.com
ROY STEVENS	106 SIGNAL LANE	803-521-4140	Tonydepalma.TD@gmail.com
MIKE RICHARDSON	124 CARDINAL COVE	803 730 5805	TOMSO TONE @ SC.RR.COM
GREG BRAME	1600 Marina Rd	803 412 8056	McTuburne@gmail.com
Russell Fulkling	2750 Dutch Fork		
Elizabeth m Hankins	80 old well Rd	803 513-8587	
Frederich Tillison	80 old well Rd	803 960-2554	
Katherine Westbury	1000 Jones Rd.	8034297293	kewestbury@icloud.com
DAVID CROCKETT	114 Ballentine Old	657 493 3561	
Tyler Barnes	1000 Marina Rd	803-542-6947	
Suzanne Howell	108 Hope Tracway Jmo SC	803-606-6634	suhawell@earth.net

"Doodle"

14



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Donna Beatrice	234 Placid Dr.	Irmo SC	N/A
Susan Aplin	252 Placid Dr.	Irmo SC	N/A
Ruthie Gadsen	292 Placid Dr	Irmo SC	N/A



12

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Patty Bagwell	225 Placid Nr.	803-237-1603	pbagwell@bellsouth.net
TAD BROAD	1426 SALEM CH. RD.	803-463-3482	TADCBI@GMAIL.COM
ROBIN BROAD	1426 SALEM CH. RD.	803-351-7468	ROBINBROAD@GMAIL.COM
SAM & SANDY BROAD	1425 SALEM CH. RD.	803-781-2545	SBROAD1@AOL.COM
JOEL & FAYE BAKER	211 TWINGATES RD	803-422-8693	joelbakercsc@gmail.com
JOE HALL	91 MIDDLE CREEK RD	803-374-3498	Joe21-59@yahoo.com
Charles J. Wilcox	205 Placid Dr.	803-240-1882	joan.qud.chuck.wilcox@gmail.com
Joan Wilcox	205 Placid Dr	803 240-7542	joan.santford@SC.M.COM
Tim Wells	224 Shorebreeze Dr.	803 360 3893	timwells152@gmail.com
Kerr Fitts	308 Rucker Rd	803-446-3769	tkfitts@aol.com
DAVID T FITTS	308 Rucker Rd	803-673-9280	dfitts@conceptualmechanical.com
Scott Meadows	3 Tatters Ct	803-558-4006	SCOTT.Meadows@gmail.com

12

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME ADDRESS PHONE EMAIL

JAMES Coppola	1807 Salem Church Rd	203-231-0496	scoppola@Baysidecapital.net
Mari Brasington	100 Bilmont Dr	803-429-2177	shbrasington@sc.rr.com
Steve Brasington	100 Bilmont Dr	803-429-2950	sbrasington@yahoo.com
Laurie Clanton	126 Tranquil Trail	803-622-0719	laurielclanton@gmail.com
John McNeese	118 TRANQUIL TRAIL	803-467-8114	JAILD@CSC.EDU
Michael J. Smith	105 PEBBLE CREEK Rd	803-345-2777	MLKIKSR@aol.com
***Tona Quintan	204 Tattlers Trail	803-800-5230	Qirmo@aol.com
Kenee McGinnis	104 Bilmont Dr.	803-602-2961	reneemcginnis@bellsouth.net
STEPHEN BOYER	213 Shore Lane	803-603-0574	
Julie Garrick	320 Ballentine Estates rd	571-482-9486	STECOUNTRY@yahoo.com
	2001 Salem Church Rd	803-732-5923	juliegarrick@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Carolyn McCrea	118 Tranquil Trail	803 407 8114	johnandcaroleymcrae@att.net
Stephen H. Chase	103 Bilboath Drive	803-708-5358	SChase@SC.FF.com
Sharon L. Chase	"	"	SLC@SC.FF.com
Bill McCreath	204 Placid Dr.	803-246-0107	wemcc79@gmail.com
Laure McCreath	204 PLACID DR.	803-238-9880	lauremccreath2013@gmail.com
Laura Wilson	208 Placid Dr.	(803) 781-8081	laurawilson013@gmail.com
Susan Marsh	2045 Salem Church Road	803-553-2525	sbmarsh6@aol.com
Caitlin Marsh	2045 Salem Church Rd	803-920-7722	
DAVID MARSH	2045 Salem Church Rd	803 5532521	TOMSBM@aol.com
JOHN BEGG	1811 Salem Church Road	803-929-4392	JWBEGG@gmail.com
Maggie Sutton	211 Shore Breeze Dr	803-360-4963	Yoga.momma456@aol.com
J. Eduloh	2001 Salem Church Rd	803 569 7666	je929063@yahoo.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Clint McLane	2071 Wash Lever Rd, Little Mt. SC 29075	803-608-0805	clint@proprinters.com
Charles Kiley	43 Leamphix Ct Irmo SC 29063	803-760-5258	freyc1966@comcast.net
Dave Burk	28 Blue Hills of Irmo SC 29063	863-7133	gell@south.net
JOHN GORTNER	1118 Portra Hill Dr Chapn	863-944-1362	
TY SHIFFER	110 Chelton Ct	813-772-3311	tyshiff@comcast.net
David McLaughlin	P.O. Box 158 Ballentine 29002	803-920-8037	
MYRIAL SMITH	1 TURTLE COVE LN IRMO	803-238-2653	
ANITA CABLE	1419 SALEM CH. RD IRMO, SC	803-732-0812	anitacable@hotmail.com
JOHN CABLE	1419 SALEM CH RD IRMO, SC	803-732-6170	cablejpalres@gmail.com
ANIEK LECORDIER	76 MUSKRAT RUN IRMO SC	803 608 1292	globexsc@gmail.com
KEN RAY	1806 LACONIA CHURCH IRMO	803-781-9773	ken@signumhr.com
MICHAEL FARMER	2129 Salam Church Rd Irmo SC 29063	803 781 9773	mikefarmer01@gmail.com
Sony Attaneoch	127 Tranquil Trail, Irmo, SC 29063	803-447-2455	
Dean Lewis	3 Hickory Hall Ct, Irmo 29063	803-261-0089	adeanlewis013@gmail.com
Kristen Eubanks	900 John Ballentine Rd Irmo 29063	803-730-2903	keubank@richland2.org
ONE Eubanks	900 John Ballentine Irmo 29063	803 422 2375	eubankf3@gmail.com
Frank Scuderi	139 Tranquil Tr. IRMO SC 29063	803 538 9321	FSC9321@G-mail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Dawn Heltwanger	@305 Royal Tower Dr / 23 Muskrat Run	864-378-6339	dhcassady@yahoo.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
<i>[Signature]</i>	1824 MARMON ST. GIBERT	401-765-8162	SGSC2020@Gmail
<i>[Signature]</i>	1824 MARMON ST. GIBERT	401-369-3436	CVANWIKR2@GMAIL.COM
Gian D'Onofrio	1824 "/1600 MARINA RD	401-644-8184	giandab16@gmail.com
Cameron Gagnon	" " 1600 MARINA RD.	401-340-9301	Cameronjgagnon@gmail.com
<i>[Signature]</i>	128 GATEWAY LANE	(803) 231-9415	LINDSEY.FLHIPS@RCF.COM
<i>[Signature]</i>	128 GATEWAY LANE	803 905 9787	gassdroy@gmail.com
<i>[Signature]</i>	1600 MARINA RD	803 920 3195	jserranted@gmail.com
<i>[Signature]</i>	1600 MARINA RD	803-357-4894	CWJEFFERS@GMAIL.COM
<i>[Signature]</i>	1600 MARINA RD	803 920 4734	JnSorr@gmail.com
<i>[Signature]</i>	1600 MARINA RD	803 873 4214	BSORRENTI@AOL.COM
<i>[Signature]</i>	104 HIGH BLUFF LN	803 673 7066	
Jack Stue	133 Forty Lane Pt Chapin	803-730-6567	Clainsgap4@Att.Net
Manssa Harbert	2038 Lake Murch BIVD	704-661-0423	M.hanentli@taco.com
Andrew Hamilton	1600 Marina Rd	803-797-3762	a.jack400@yahoo.com
Andrew Schoonover	153 Stockmoor rd	803 543 7996	Schoonover_ony@yahoo.com
Shaham Stockton	153 Stockmoor Rd.	828-200-9992	SStockton156@gmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Richard Brown Nancy Brown	108 Wild Goose Rd	619-481-4545	nmpbrown7@gmail.com
JOHN V FURGESS, SE	P.O. Box 4600 Col A SC 29240	803 397-5464	JohnV.Furgess@sc.rr.com
Bob Nerdm	209 Hillside Circle Eastover 29044	803-260-8222	BobNerdm@gmail.com
Ronda Loy	1920 Marina Rd, Irmo, S.C	803-446-0582	RLO4211@aol.com
DAVID LOY	1920 MARINA RR IRMO S.C.	803-446-0582	
Taylor Seffels Parker Evers	112 Lake Hilton Dr. Chapin SC 1600 Marina Rd Irmo SC	910-578-8886 843-812-5020	t.seffels@yahoo.
Caroline Strever	146 Bark Ave Prosperity SC NA		CarolineStrever@gmail.com
Chloe Nickles	146 BARK AVE. PROSPERITY SC NA		chloe6100@gmail.com
Sheldon Swafford	1600 Marina Rd. Irmo SC	(803) 446-5332	
Kelly Martin	132 Carday Dr. Chapin SC	803-510-5325	kmartin7495@yahoo.com
Stephanie Metz	1055 Belo Rd Lexington SC		

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Shannon Pittman	212 Placid Dr Irmo	803 518 4550	Spittman1@gmail.com
LAWRENCE STALEY	8 Crystal View Court Irmo	803-490-4501	lbray16215803@gmail.com
CHERYL CLARK	1 Leitner Vt. Irmo	803-622-3070	cherryclark@comcast.net
Joe Schelle	241 Derrick Dr Irmo	803-463-7927	jschelle@esc.com
Carlous Home	101 Dutchman Ct Irmo	803-318-8319	Jhome6935@aol.com
Jethro DAVIS	414 Piney Grove	803-709-4918	
David Tyler	414 Piney Grove	803-388-7760	
Leonard Ritter	414 Piney Grove Irmo	801-942-1074	
Cady Lewis	414 Piney Grove Irmo	843-599-2415	
Bonnie Martell	<del>211</del> 1502 Marine Rd Irmo	717-645-9521	
Peggy Sitts	4475 BEUTLEY DR COLUMBIA	803-331-3818	
Jessie Mason	282 Marney Circle Chapin	803-608-3272	
Donna Bellini	1423 Elm Rhode Terrace	803-730-5936	
Rachael Sanders	133 Brady Rd	803-319-4017	
Heather Crater	P.O. Box 2061 Irmo SC	803-749-1234	
Rob Lyon	213 Shorebreeze Dr Irmo, SC	803-206-9999	
Worm Holley	213 Shorebreeze Dr. Irmo SC	803-603-0514	

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Sue Manzi	413 Northshore Ct. Chapin	516-297-8978	manziesue@gmail.com
Kathy Crowley	100 Walden Heights Dr # 1034 IRMO	516-405939	gasmail.com
1000 Williams	100 Walden Heights Dr 324	TAW3330@gmail	FlasserKat@yahoo.com
David Barnes	322 Lumbre Ct.	445-9318	henkaneu@gmail.com
Karen New	322 Lumbre Ct. Ix, SC	445-9318	henkaneu@gmail.com
Chandler Herrington	423 Lanyard Ln. Wola, SC	269-8938	chandlerstorey@gmail.com
Andrew Pavlick	1716 US HWY 76 Little Mountain	(803)381-8446	apavlick@gmail.com
Lane Herrington	423 Lanyard Lane Chapin SC 29036	803-331-5608	lane@dossmarine.com
A. Gordon Oltman	1019 Light House Rd Chapin SC 29036		a.goltman@yahoo.com
Clab Crawford	202 carolina St	720-947-9527	SCmallory@gmail.com
Lauren Devaney	225 Ascot Glen Rd IRMO, SC	803-587-3155	clab Crawford33@gmail.com
Gunnilla Williams	207 Laurent Way, IRMO, SC	803-397-9884	lauren.devaney19@gmail.com
Amy Hawkins	2109 Wessinger Rd Chapin	803-731-0588	danielabakker@icloud.com
Savannah Yonce	105A Eplines Camp Rd Chapin 29036	803-260-4649	amyeh49@gmail.com
	520 Eagles Rest Dr Chapin SC	704-241-9927	guno9467@gmail.com
			Savannahyonce@gmail.com

16



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Jessica Davis	3916 Explorer Dr., Chapin, SC 29016	(803) 354-7068	jdhDavis81@gmail.com
Sean Davis	" "	(803) 530-1881	crff347@yahoo.com
Eleonor Cannon	374 Explorer Dr. Chapin	912 332 2606	ENSmolen10@gmail.com
Jason Cannon	374 Explorer Dr. Chapin	930 575 5573	Jason.Cannon@timken.com
Rebecca Davis	608 Spotted Eagle Lane Chapin	813 248 0311	arizindasun@gmail.com
Shauna Wicksell	39 Wave Dancer Ct Chapin	763-234-7789	smw629@aol.com
Lisa Byrneau	632 Sea Doo Dr	843-499-1367	lscabz12@gmail.com
George Parrinello	632 Sea Doo Dr	843-526-3717	harryh2matt@aol.com
Stephanie Lane	5105 Eagles Rest Dr. Chapin, SC 29016	803 404-0353	sarahdome@gmail.com
Karen Edwards	5601 Eagles Rest Dr Chapin	803 667 2954	KLEdwardsJEC@gmail.com
Bryan Barnett	578 Eagles Rest Dr. Chapin SC 29016	803 777 5208	bryanbarnett@gmail.com
Pat Coates	4125 Upperstream Lake Chapin	804-690 6179	racin488@aol.com
Bob Wilson	380 Explorer Dr		
Scott Bowers	302 Explorer DR	804-909-0098	S.Bowers89@Comcast.net
Bill LORICK	554 EAGLES REST DR	803 425-3721	BILL.LORICK@YAHOO.COM
John Bonanno	609 Sea Doo Dr	347 336 1669	Jbona1420@gmail.com
Michele DeVriente	339 Eagles Rest Dr	843 601 7092	michele.deviendt@gmail.com
Rebekah Kunstman	68 Calibogue Ct	803-622-7549	RebekaKunstman24@gmail.com
Kathryn Rosa	720 Cape Horn Ln	203-376-7112	rosakate@gmail.com

19



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Adam Ballard	547 Eagles Rest Dr, Chapin, SC 29036	803-760-6692	blind_catch@yahoo.com
James S. Drake	65 Calibogue Ct, Chapin 29036	803-237-8101	stoneydive@bellsouth.net
Teresa A. Smith	531 Eagles Rest Drive Chapin SC 29036	732-3007406	tasmitth09@yahoo.com
Bill LEONARD	836 Sunseeker Dr Chapin	772-2604003	
DONNA LEONARD	836 Sunseeker Dr Chapin	561-324-2206	
Joe Polak	800 Sunseeker Dr Chapin	803-807-1499	Polak Joe@gmail.com
Jennifer Brown	206 Alexis Ln Chapin, SC	803-394-8007	jmgbrown@yahoo.com
Soyja McClubbins	940 Fairline Ct Chapin	803-960-3787	sprucebins@aol.com
Nick Wicksall	39 Wave Dancer Ct Chapin	763-213-3892	nwicksall@aol.com
Donnie Graham	583 Eagles Rest Dr, Chapin	803-331-6394	DonnieGraham@gmail.com
Donnie Graham	" " " " "	803-550-5780	DonnieVgraham@gmail.com

11

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
TRAVIS DUMMARS	112 BYTHANIA	803-781-3139	travisdummar@yahoo.com
Erica Richardson	1540 Dutch Fork Rd.	803-600-6452	ericarich2@aol.com
Clayson Falton	430 Crockett Rd	803-600-1967	
Ida K. Parks	2231 Wilkinson Dr, Col, 29229	843-986-6248	Idaparks2@gmail.com
Bryan White	1328 County School Dr	803-665-2056	bryan.white@gmail.com
Trent Polly	620 Blossom St	803-687-8675	
DAVID CROCKETT	114 Ballentine Circle W	615-478-3561	
Alexis Watson	236 Stonemont Dr	803-603-5135	
Mary Edwards	224 Old Cedar Pt.	803-900-8947	
CHARLES GLYMPH	224 Old Cedar Pt	803-673-3500	
nemilee maelsaac	155 Hearthwood circ.	803-662-7374	
Krystle Maelsaac	755 HEARTHWOOD circle	803-667-7567	
Sherrie Porter	4 Beacon Pt Ct Irmo SC	803-518-5583	Sherrieportercreator@gmail.com
WILLIAM McMEEKIN	1017 St. Johns Rd, Irmo SC	803-360-3957	Wamcmeekin@gmail.com
Carolyn Jackson	37 Heather Ct, Irmo, SC	803-605-5159	imacarllyn@gmail.com
Bryan Jackson	27 Heather Ct, Irmo SC	803-477-6387	
Melissa Grooms	213 Wells Point Dr	803-749-7370	
WENDY GROOMS	213 WELLS POINT DR	803-749-7370	

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME ADDRESS PHONE EMAIL

Michelle & Charles	803-665-5502	409 Portia Rd	Blannacary135@gmail.com
Taylor Chawentz	803-665-9501	575 Portia Rd	quad
Dena M. Cropps	Phone 803-315-9015	316 NATURE RD	BLYTHEWOOD dename62@gmail.com
Steven A. Cropps	Phone 803-960-2765	316 NATURE RD	BLYTHEWOOD
Samantha Diaz	803 517-1640	1143 Lawhorn Rd	Blythewood Steve b fann@gmail.com
Kellee Edgerton	803 240 3445		Kedgerton7esc.rr.com.com
Michelle	803-467-6963		tdharanavi@yahoo
Shonda Lanier	803 479-9177	827 Denny Rd	Cola
Paula	803 414-2286	6457 Forest Oak	Cola, 29203
Lottie Wesley	803 783-5734	145 Sumpter Loop Rd.	Hopkins SC 29061
Betty McKnight	803 783-0257	7313 Bluff Rd	Hopkins bamaeknight1@aol.com
Janice M. Turner	803 776-2194	116 Water Valley Rd	Hopkins bamaeknight1@aol.com
Richard Myers	803-463-3864	413 Old Bluff	Hopkins SC 29061 Myers Carl Smith@yahoo.com
Thomas Myers	803-463-4091	" " " "	" " " " Myers Carl Smith@yahoo.com
Carl S. Myers	803-620-4350	" " " "	" " " " Thomas Myers g mail
Carl S. Myers			Carl S. Myers
Joanner Nelson			
Ellis C. Nelson	803 647 15 21		8036061133

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Stephens Ward	210 Glen Rose Cir.	803-394-0635	Stephens Construction Co. Com
Andrew Hedge	105 Hollingshead Creek Blvd	803-477-5872	ahedge1@gmail.com
Terry Cannon	1601 Manna Rd Irmo SC	732 575, 7572	
William Curnias	436 North Royal Tower Dr.	803-269-4336	
Hope Matthews-McKay	1228 Old Rd. Chapin 29036	803-238-8524	hope.matthews@cbrealty.com
RANDY MCKAY	1228 OLD Rd CHAPIN 29036	803-797-0824	RANDY@AUNMCKAYLA.com
Brad Beally	1600 Manna Rd Irmo SC		bradbeally@gmail.com
Asta Caldwell	207 Stevens Creek Rd. Chapin	803-722-8844	astacaldwell95@gmail.com
Taylor Keel	137 Sunset Bay Ln Lexington SC	(803) 250-8728	taylorrkeel@gmail.com
Tyler Keel	137 Sunset Bay Ln, Lexington SC	(803) 250-8710	tylkeel@gmail.com
Maklon Gainey	1217 Branchwood Ln. Hartsville, SC	(843) 307-4469	maklongainey04@gmail.com
Bailee Ellison	314 Harrow Drive, Columbia SC	(803) 556-8960	RSE04@icloud.com
Regina Siegel	202 Valworth drive Irmo SC	203 843 3660	Regina.Siegel@gmail.com
John DANAHAN	408 Gleneagle circle Irmo SC	803 463-5573	
<del>_____</del>		803-269- <del>_____</del>	<del>_____</del> @gmail.com
Ansleigh Bostick	124 Cedar Crest Ln Irmo	803 800 2580	ansleigherica6@gmail.com
Michael Ledwith	126 Cedar Crest Ln Irmo	803 711 9757	mlwedwith@gmail.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
<i>Kenneth DeBruin</i>	<i>409 PATIO DRIVE</i>		<i>x. v. FASSETING @ BELL SOUTH NET</i>
<i>Catharine Fasching</i>	<i>403 Pate Dr</i>	<i>803-281-3554</i>	<i>KB fasching @ bell south net</i>
<i>H. Hallner</i>	<i>115 Amy Gordon Dr.</i>	<i>749 1787</i>	<i>Hallner @ BellSouth.net</i>
<i>Phyllis Twa</i>	<i>302 Baller Ln</i>	<i>803-402-8198</i>	



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Mary Hall	804 Willowood Pkwy Chapin SC 29036	801-935-0544	mary.hall6727@gmail.com
Elizabeth Boling	512 Willowood Pkwy Chapin SC 29036	803-606-1757	Heborah@aol.com
Elizabeth Boling	808 Willowood Pkwy Chapin SC 29036	803-421-7452	elizabethboling@gmail.com
Raney Boling	512 Willowood Pkwy Chapin SC 29036	803-673-6881	raneyboling@aol.com
David Schroer	601 Willowood Pkwy Chapin SC 29036	843-283-6365	DavidASchroer@gmail.com
Kelly Lewis-Schroer	601 Willowood Parkway Chapin SC 29036	803-209-4001	lewisks022@gmail.com
Coleman Sullivan	500 Herbsen Blvd apt 406 Columbia SC 29012	2803-487-3019	csullivan16@yahoo.com
Ben Wilkie	405 Stafford Drive Irmo SC 29063	864-680-5454	rwilkie123@yahoo.com
Jimmy Litz	105 Glen Jacobs Rd. Elgin SC 29015	843-437-719	litzjimmy@aol.com
Morgan Smith	1111 W Confederate Ave Columbia, SC 29201	(717) 414-8788	
CHRIS BAHEY	302 HIGH BLUFF LN. IRMO SC 29063		scnative138@aol.com
Heather Johnkin	213 Willowood Pkwy Chapin 29036		hjohnkin@hotmail.com
Jason Polley	1600 Marina Rd Irmo 29036	626-215-7292	
Thomas HAH	1600 Marina Rd Irmo 29063	832-385-2847	
Mark Gray	107 Pines Branch Ar 1734 Columbia SC 29212	303-588-8298	
Josh Booley	107 Cheswick Ct Irmo SC 29063	803-360-2862	
Patty Bodi	373 S Royal Tower Dr IRMO SC 29063	803-917-2603	
Sheila Reames	932 Fairline Ct. Chapin SC 29036	238-7456	
Raven Dorsey	444 N Cobia Ct Irmo, SC 29063		dorseyraven@yahoo.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Lynn Earle	1923 Marina Rd 29063	781-7043	lynn@earle.com
M. Frances Earle	1925 Marina Rd 29063	581-5889	MFEarle@Coul.com
Shirley Smith	1926		
Russ Verocher	113 Ridgely Point Rd. 29063	427-6845	
Jason Pawlak	110 Winding Rd Irmo 29063	803-260-3797	pawlakjr@gmail.com
Linda V. Schiesser	1817 Marina Rd. Irmo SC 29063	803-463-2984	LSchiesser99@gmail.com
Kathy Clinebelle	1506 Winchester Ave. Col. 29203	803-330-6895	kclinebelle@gmail.com
Tim Cook	6401 Noble Ave Col. 29203	803-237-4590	cookito@gmail.com
BRANDON MILLER	287 QUIET POND WAY 29016	803-470-5958	br.a.miller1@gmail.com
JARVIS Smothers	1042 Hymen Ln 29016	678-508-9540	simpa/c68@aol.com
Kim Murphy	154 Old Laurell Chapin 29034	803-446-6565	muringmountainxkwan@gmail.com
MICHAEL A. WATTS	359 ADAMS RD. BLYTHEWOOD SC 29016	803-513-3035	

12

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Justin Light	337 Massey Cir., Chapin SC 29036	423-470-2177	jlight@gmail.com
Sarah Swauger	337 Massey Cir., Chapin SC 29036	423-839-7470	dr.swauger@gmail.com
<del>Justin Light</del>			
J. Viner Reeves	624 Clover View Rd	Chapin SC	803-608-4333
Glyde Reeves	624 Clover View Rd	Chapin SC	803-561-7118
Michael Ellis	FALBROOK CT.	IRMO, SC	michael.sellis119@gmail.com
Jeff Buchanan	808 OAK BURNE CT	Lex 29073	803-951-1713 jeff.aldumaster@gmail.com
Robert PRICE	205 INVERNESS CT.		912-682-6252 RPRICE1500@611look.com
Harriet P Price	205 Inverness Ct. Lexington, SC	29072	803-162-6414 harriet.pprice@
Allison Connelly	113 Pono Bank Ct., Lex., SC 29072	803-575-9341	allieconnelly40@ym southstak
Michael West	113 Pono Bank Ct., Lex., SC 29072	803-422-2033	wmw0333@gmail.com bentkusm
John Lux	138 Power Point Lane	803-807-6604	wlux@sc.cr.com
Wendy Lux	" "	" "	" "
Jerome Coulter	173 Lakesport Dr Chapin SC 29036 (803)	960-9444	JeromeCoulter8@gmail.com
Kelly Coulter	173 Lakesport Dr Chapin SC 29036 (803)	960-5883	Kelly.Coulter@hotmail.com
Carly Bockus	2019 Johnson Marina Rd.	Lexing SC 29036	803-351-1984 cbockus10@gmail.com
Samie Causey	108 Frostwood Ct	Irmo 29112	
Jordan Lane	1561 Dutch Fork Rd	Irmo 29063	61764586
Josh Wile	1561 Dutch Fork Rd	Irmo 29063	" "

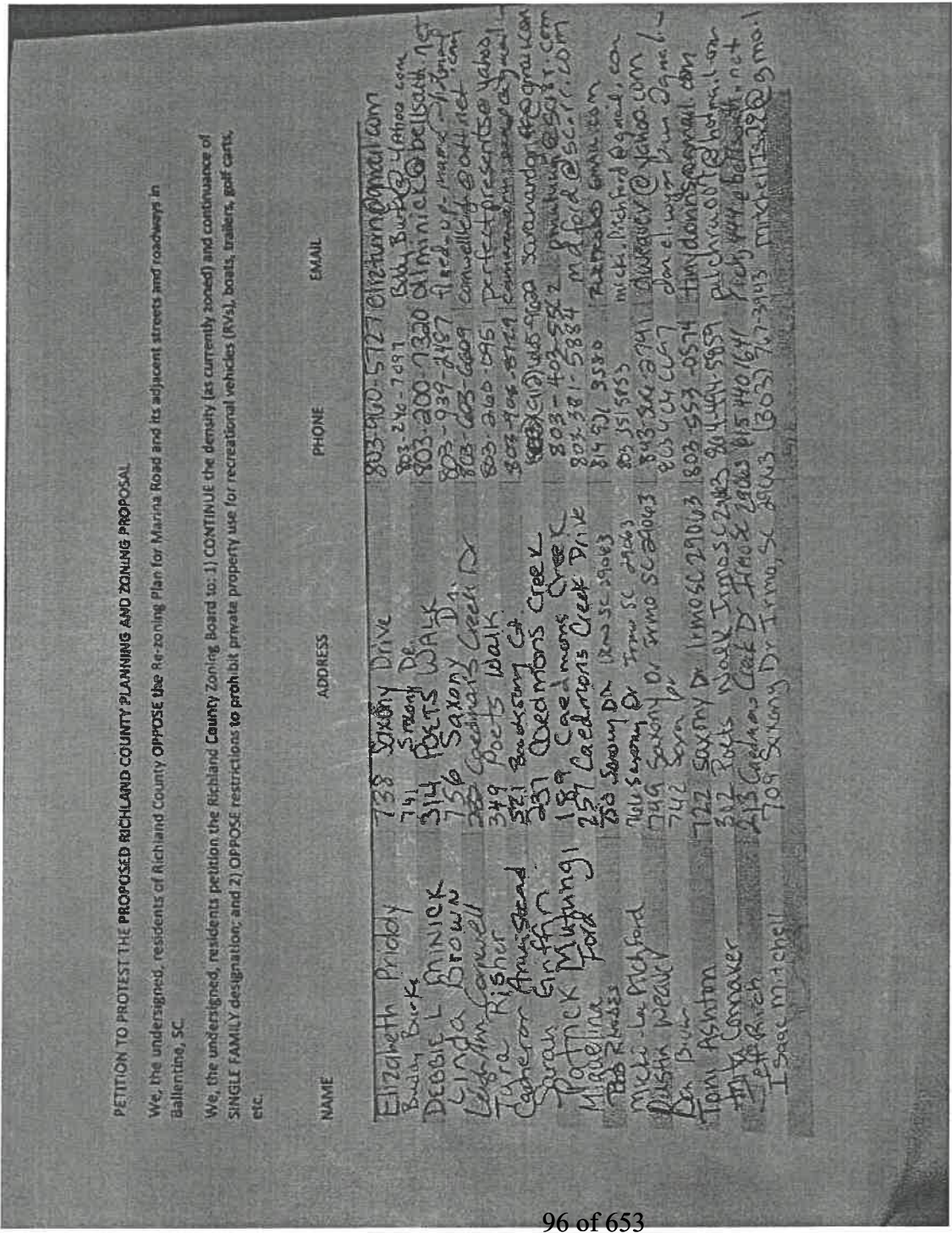


Re: Me

From: buddy burke (bddyburke@yahoo.com)

To: marinarezone@yahoo.com

Date: Sunday, April 3, 2022, 11:21 PM EDT



Everyone wants to sign but doesn't want to take the time to . Frustrating!!!!  
Hope this helps.....  
Buddy Burke

Sent from Yahoo Mail on Android

On Wed, Mar 30, 2022 at 1:43 PM, marinarezone@yahoo.com  
<marinarezone@yahoo.com> wrote:

On Wednesday, March 30, 2022, 12:24:30 PM EDT, buddy burke <bddyburke@yahoo.com> wrote:

Sent from Yahoo Mail on Android

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
LAMAR BOUTKIN	<i>Lamar Boutkin</i>	113 Buoy Lane <sup>Chapin</sup> SC 29036	803-730-6307	lamar.boutkin@att.net
Jane Sites	<i>Jane Sites</i>	422 Forrest Shealy Rd	803-749-1335	mesites51@gmail.com
Margaret Sites	<i>Margaret Sites</i>	1122 Forrest Shealy Rd, Chapin	803-749-1335	mesites51@gmail.com
Bruce Pauley Jr.	<i>Bruce Pauley Jr.</i>	236 Goodlett Ln. <sup>Chapin</sup> SC 29036	803 399-0069	Trident5150@yahoo.com
William Sladek	<i>William Sladek</i>	236 Goodlett Ln. <sup>Chapin</sup> SC 29036	(803) 603-0024	wsladek@gmail.com
BRIAN GARGBER	<i>Brian Gargber</i>	101 Forty loc 7 + <sup>Chapin</sup> SC	803-949-7864	gargber@icloud.com
Scott J Smith	<i>Scott J Smith</i>	163 Sunseton Dr.	803 661 6964	dexterow@att.net
Lynn P. Smith	<i>Lynn P. Smith</i>	163 Sunseton Dr	803-661-6964	s411@icloud.com
JAMES B DEFELICE	<i>James B DeFelice</i>	9 MOSELEY PT <sup>CHAPIN</sup> SC	803 240 8544	JBDEFELICE@ATT.NET
TINA DeFelice	<i>Tina DeFelice</i>	9 Moseley Pt. <sup>Chapin</sup> SC	803-404-0103	tmddefelice@att.net



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Erik Corley	125 Heronway Cir	803-929-0742	ekcorley@vahoo.com
Natale Buff	100 Cove View Dr.	803-414-7651	Natalredshealy@gmail.com
Eugene Buff	100 Cove View Dr.	803-608-6920	ebuff@hotmail.com
Debbie Huggan	115 Shell Cracker Ct.	803-315-4341	debbie.e.ims@taxaccounting.com
DAVE WEHR	6 LEARNINGHOUSE CT	803-828-4143	
Nancy Wehr	6 Learninghouse Ct	803-828-4143	
Linda Douglas	112 River Creek Dr	803-515-8807	ballentinecounties@gmail.com
JEFF Douglas	112 RIVER CREEK DR	803-447-8224	douglasjb@yahoo.com
Charley Woodell	905 Parkline Ct	803-620-5079	70502@aol.com
Mac Ogura	120 Westburg Place	803-240-7725	
Sherry Ogura	109 Kinsey Dr	803-624-1230	sherryd@mac.com
Ed Page	P.O. BOX #1 Little Mt.	803-530-9556	
Sharon Preake	825 Dutchman's Dr	706-319-9992	
Rosemary McInnes	800 Rocky Creek Way IRMO 29063	803-338-8732	mcinnes4sc@aol.com
Cheryl Tompkins	13 River Bottom Rd Irmo 29063	803-360-4061	ctof1@bellsouth.net
Clay Bat	307-CHARMING CROSS RD, IRMO, SC 29063	803-361-7444	BATEL.G.L@GMAIL.COM
Rennae Bat	307 Charming Cross Rd Irmo, SC 29063	803-361-7444	
Theresa Morrison	505 Whitewater Dr, Irmo, SC 29063	410-2104-4700	tmorrison@gmail.com

18



### Richland County Land use Zoning and Reclassification Petition

We the undersigned residents of Richland County, have great concerns and opposition to the complete update being proposed Land Development Code as adopted on November 16, 2021. by the Richland Planning commission. We do not believe enough notification and review has been provided to the residents as recently revealed in several local meetings. It is only becoming known as to the huge impact with the rezoning classifications and restrictions of use and how they do not fit existing neighborhoods as the selections were computer generated and not actual visuals. We also do not accept the fact the this change also brings a removal of an elected official to vote on any changes in the future and unelected officials can make decisions on approving zoning updates. This code provides county-wide BLANKET rezoning to increase the allowed density (number of housed per acre) of land that is undeveloped. Without an elected council person to vote No where appropriate the local residents will lose their Voice in these matters. That cannot happen period. These changes favor developers who know how to work the system.

We therefore would like more time (delay in vote and presenting to County Council) in the implementation of this complete new code including zoning classifications) until such time as every property owner is informed inwriting of his/her final classification change and all impacts of that change of classification in all Residential categories: RS-LD, MD, HD changing to R1,2,3,4,5,6, RT. We ask that the present code and system of review remain in place until this notification is completed. There is no rush with such a complete change to the place we live and the complicated 517 page document presented.

We the property owners will be holding the elected officials account for this change without full notice and ability to plead our case now, knowing that in the future individuals will have to be aware of little yellow signs of changes and be the ones to prove their case to not allow the use of a property that affects their property domain.

	Name	Address	Phone	Email
1	DMITRIY DENISSENKO	102 Water Pointe Ln. Chapin, SC 29036	803-781-6884	ddimonster@gmail.com
2	Victoria Kovalenko	102 Water Pointe Ln. Chapin, SC 29036	803-781-6884	vkovalenko2002@yahoo.com
3	Sarah Baldwin	104 Water Pointe Ln. Chapin, SC 29036	803-394-6915	sarahgood82@gmail.com
4	Heath Baldwin	104 Water Pointe Ln. Chapin, SC	803-397-7298	hbaldwin71@gmail.com
5	Jason Bober	103 Water Pointe Ln. Chapin, SC	803-904-2390	Jbober@yahoo.com
6	Hardi Madnal	100 Water Pointe Ln. Chapin, SC	803-680-5662	hmadnal82@aol.com
7	Ryan Madnal	100 Water Pointe Lane Chapin SC 29036	520-400-3373	Ryan RUMMABRIDE AOL.COM
8	Jonathan Hopkins	101 Water Pointe Lane Chapin SC 29036	803-361-3560	jonathanhopkins89@gmail.com
9	Stacy Hopkins	101 Water Pointe Lane Chapin SC 29036	803-467-7199	stacyhopkins@gmail.com
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

**Richland County Land use Zoning and Reclassification Petition**

We the undersigned residents of Richland County, have great concerns and opposition to the complete update being proposed Land Development Code as adopted on November 16, 2021, by the Richland Planning commission. We do not believe enough notification and review has been provided to the residents as recently revealed in several local meetings. It is only becoming known as to the huge impact with the rezoning classifications and restrictions of use and how they do not fit existing neighborhoods as the selections were computer generated and not actual visuals. We also do not accept the fact the this change also brings a removal of an elected official to vote on any changes in the future and unelected officials can make decisions on approving zoning updates. This code provides county wide BLANKET rezoning to increase the allowed density (number of houses per acre) of land that is undeveloped. Without an elected council person to vote for where appropriate the local residents will lose their voice in these matters. That cannot happen period. These changes favor developers who know how to work the system.

We therefore would like more time (delay in vote and presenting to County Council) in the implementation of this complete new code including zoning classifications) until such time as every property owner is informed in writing of his/her final classification change and all impacts of that change of classification in all Residential categories: RS-LD, MD, HD changing to R1,2,3,4,5,6, RT. We ask that the present code and system of review remain in place until this notification is completed. There is no rush with such a complete change to the place we live and the complicated 512 page document presented.

We the property owners will be holding the elected officials account for this change without full notice and ability to plead our case now, knowing that in the future individuals will have to be aware of little yellow signs of changes and be the ones to prove their case to not allow the use of a property that affects their property domain.

Name	Address	Phone	Email
John + Katherine Kawamoto	112 Bridle Ridge Road, Irmo	803-348-0810	JKK2Home@gmail.com
Marie + Miles Knight	105 Bridle Ridge Road, Irmo	803-212-8070	Knightm1211@gmail.com
PAM + COREY HAYES	2013 SHADY GROVE RD, IRMO	803-360-9139	COREYGH@YAHOO.COM
GREG A. ROSS	2007 SHADY GROVE DR. IRMO	803 429-5349	218Greg@gmail.com
GEORGE & BARB HEAVIN	109 BRIDLE RIDGE RD, IRMO	803 781-6764	
Eddie + Dawn O'Carin	109 Bridle Ridge Rd, Irmo	803-397-7286	dawnocain@gmail.com
Beverly + Kristi Oliver	100 Bridle Ridge Road, Irmo	803-781-0095	XPBFOOT@aol.com
Patricia Brown	117 Bridle Ridge Rd, Irmo	3541714	Brown-patricia@bellsouth.net
Diana Brown	" " " "	7304407	
Sammy + Greg Jaye	101 Bridle Ridge Rd.	803-781-1426	beachbeach67@gmail.com
Wanda + Keith	113 Bridle Ridge Rd	803 238 4070	WPRu;TT500 AOL.COM

19



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Marina Road and its adjacent streets and roadways in Ballentine, SC.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Kathi Amaker	2100 Shady Grove Rd	803-348-0983	
Hubert + Amaker	2100 Shady Grove Rd	803-348-4325	
Paige Mann	101 Bent Bough Circle Col 2	29212 803 260-5768	paigemann820@gmail.com
Berndt Roof	1020 CEDAR ST COLA SC 29201	803 513 0118	F BARNETT CONTRACTING LLC @GMAIL.COM
Kristie Lakin	1020 cedar 29201	803-354-7067	
Brian Hartman	507 Water Gardens Ct.	803-904-0302	hartman2@hotmail.com
Chris Bellinger	1600 Marina Rd	252-285-7025	CA199193@gmail.com
Lary Barbour	326 Lake Murray	703 492 1256	lery-77@hotmail
Pam & Rick Heroux	108 Raymond Finch Dr.	703-399-9074	



Donna Cole residing @ 209 Amenity Road, Chapin, South Carolina 29036

Our current infrastructure is inadequate to support the density that already exist.

Johnson Marina Road and surrounding residents within Chapin, White Rock and Ballentine adamantly oppose Richland County's rezoning plan.

These 400 signatures petition to continue density as currently zoned with continuance of true single-family designation. (R2's inclusion of quadplexes, triplexes and duplexes is multi-housing, not single-family.) Our petition is stated on each signature page being submitted today.

In alliance with the Marina Road petition @ approximately 977 signatures, we presently have 1,377 signatures requesting the same.

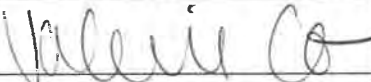
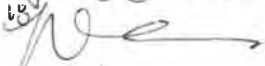
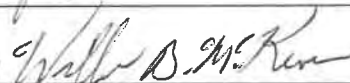
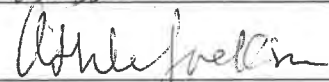

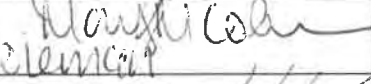

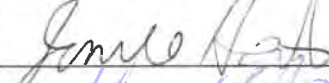
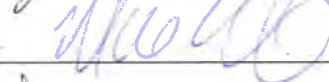
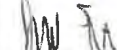
Please hear our plea and revise the Land Development Code and remapping to maintain rural designation in support of local farming communities and true single-family designation for those desperately trying to avoid the negative impact of high-density development. Be our fiduciary by putting the welfare of Richland County Citizens first, with a duty to preserve good faith and trust in our government!

Thank you

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Valerie Co		1805 Johnson Marina Rd Chapin SC 29036	803-391-1773	Valstarfly@yahoo.com
Lucio Co		1805 Johnson Marina Rd Chapin SC 29036	803 391 1769	
William B. McKeon		CAMP N/SC 14914 DIVEBIRN C: RICH	813-790-0069	N/A
Ashley Jackson		133 Baker Island Rd Chapin, SC		
Austin Jackson		133 Baker Island Rd, Chapin	803 629 7294	
Mary Margaret Clement		310 Hollow Wood Dr Chapin	803 917 6919	
Chris Kokolis		637 Clover View Rd Chapin SC 29036	803-727-2200 TXT	chrisatkokolis@yahoo.com
Jamie Hedrick		1342 Portrat Hill Dr Chapin 29036	631-901-2895	Jahedtrch37@gmail.com
Maria Mielke		133 Timmons Rd	803-528-7866	
Justin Ford		352 Explorer Drive	803-301-2625	

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Carney Cripps		1617 Old Hilton Rd	803 513 8884	mccawstneycripps@gmail.com
Peter S. Bischoff		1008 Freshly Mill Rd 3216 Kennedy Rd	803-242-4216	Petabischilleber@southnet
Joan Stone	JOAN STONE	3216 Kennedy Rd Irmo	803-345-5878	IKILASUR@South.net
Grant Kwap	Grant E. Kwap	1050 Old Rd	843-813-1252	grant.kwap@yaboo.com
Jacklyn Pauley	Jacklyn Pauley	236 Goodlett Ln	77-817-0793	jackie11674@gmail.com
Cassidy Stader	Cassidy Stader	236 Goodlett Ln	803-944-5321 <del>77-817-0793</del>	CSstader2001@gmail.com
Michael Smith		144 Brody Road Chapin	803 606 1247	mikeymike72@gmail.com
Brittany Amicli		1233 Mary Sites rd	803 767-9108	bstreal1@gmail.com
Lucas Amicli	Lucas Amicli	1233 Mary Sites rd	803-341-5683	tatecomi1439@gmail.com
Kevin Menges	Kevin Menges	121 LAZY COVE LANE	803-394-2092	KevinMenges@gmail.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Karen Nolen		713 Cape Henry Lane	803 760 2598	winyah.kn@gmail
Dana S. Raynor		174 Lakeport Dr. Chapin	803-608-8511	dana_raynor@hotmail.com
Chris Bockus		2019 Johnson Marina Rd	803 357 9565	rockus1975@gmail.com
Cathy Bockus		" " "	803 357 9564	choculus16@gmail.com
Brice Reading		1109 White Rock Rd Chapin	803-920-2690	BriceReading@gmail.com
W. L. Lewis		2724 Kennerly Rd	843 409 3150	leclaw70@gmail.com
Alida Lewis		2724 Kennerly Rd	843 845 2297	ACT1108@aol.com
Davis Smith		5 Circle Dr.	803 600 7384	F3611@forgiveness.com
Robyn Smith		5 Circle Dr	803 834 0259	robynchancey.smith@gmail.com
John Poretsky		2857 Kennerly Rd	703-709-9642	CFORDCrew@gmail.com Verizon.net



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Jean Drexelius	Jean Drexelius	1043 TRILLIE LANE CHAPIN SC 29036	803-920-8478	JEANNIE DREXELIUS @HOTMAIL.COM
Kathryn Burt	Kathryn Burt	1322 Portrait Hill Dr. Chapin, SC 29036	360-787-3942	burt.kathryn@gmail.com
Larry Nolan Sr	Larry Nolan Sr	713 Cape Horn Ln Chapin SC 29036	(803) 760-4737	MetalheadLN@gmail.com
Marla Price	Marla Price	2015 Johnson Marina Rd.	(803)-542-4577	mpricecoulter@gmail.com
Becky McPhatter	Becky McPhatter	111 Murrey Point Lane	803-238-3235	bkmcp@hatter15@gmail.com
Michael Price	Michael Price	2015 Johnson Marina Rd	803-513-5315	mpricecoulter@gmail.com
MARCO SHAW	Marco Shaw	716 Willowood Park	808 264 1629	
Ronnie Goebel	Ronnie Goebel	408 Willowood Pkwy	(803) 360-6944	rgoebel1@gmail.com
F. STEVEN PARRISH	Steven Parrish	327 Sienna Dr Chapin	803 407 6769	sparrish4@sc.rr.com
Sydney G Parrish	Sydney G Parrish	327 Sienna Dr Chapin	803 407 6769	sparrish6@sc.rr.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Jessica Dennis	J Dennis	301 Sienna Dr Chapin SC	704 534 1472	JessWedJason2016@yahoo.com
Breanna Herndon	B. Herndon	808 Indian Fork Rd. Chapin SC 29036	803-526-6377	herndonb@hotmail.com
Sam Boios	Sam Boios	1437 Main St. <sup>Chapin</sup> SC 29015	803-605-9949	SAMBOIOS60523@AOL.COM
Shannon Pitts	Shannon Pitts	101 Will Wise Rd 29036	803-807-6856	shannonpitts1967@gmail.com
Eddie Plyler	Eddie Plyler	718 Soldier Gray 29036	803-605-2275	eddybe92011@gmail.com
Joshua Plyler	Joshua Plyler	718 Soldier Gray 29036	803-683-2871	joshua.plyler04@gmail.com
Earnest Mayers	Earnest Mayers	212 Middle Field Rd	803-537-6422	e.mayers34@gmail.com
Jennifer Lopresti	Jennifer Lopresti	2119 Harvestwood Lane	803-463-5738	wscgal2002@aol.com
CHRIS LOPRESTI	Chris Lopresti	2119 HARVESTWOOD LANE	803-622-4189	YOPRESTO@GMAIL.COM

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Walter Foxworth		147 Captain Lowman Rd Chapin	803-429-3382	Wf-foxworth@yahoo.com
Debbie Foxworth		147 Captain Lowman Rd Chapin	803-429-3971	debbiefoxworth@yahoo.com
Tricia Tomlin		315 Holly Bickley Rd <sup>Chapin, SC</sup>	803-361-5724	marcpatsboys@gmail.com
Allison Hassinger		177 Lakeport Dr Chapin	919-696-1447	allie.hassinger@gmail.com
Jill Lominick		233 Hilltop Village Dr	853-414-1887	jlovinc@yahoo.com
Tyler White		544 Eagles Rest Dr	703-391-6634	
James Lorick		1420 Old Hilton Rd	803-917-1464	jefflorick@yahoo.com
Hope Lorick		1420 Old Hilton Rd	803-422-5856	hopeloric@yahoo.com
Judy N. Hall		171 Kilton Commons Ct	803-447-2747	jewich2011@gmail.com
Barry Crabtree		1665 Wonder Dr.	803-781-8828	crabtree_barry@bellsouth.net

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.


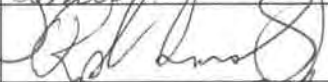
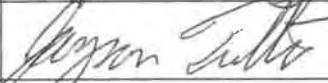



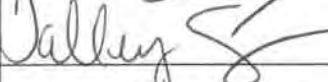
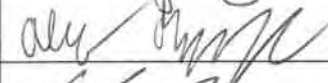
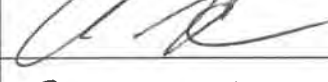
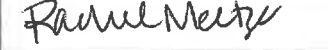
Printed Name	Signature	Address	Phone Number	Email
TARA GANTT		1243 SAM BRADSHAW DR	803-606-2406	TRGANTT@YA.HO.COM
MARLENE GANTT		6243 SAM BRADSHAW DR	803-422-4190	
Katherine Fix		1038 Point View Rd	803-487-3018	KFix003@gmail.com
R. J. Zeller		1638 Point View Rd.	803-586-1323	lakemurraypc@hotmail.com
KATHRYN L. HARRIS		527 Slices Way	419-571-8727	Kathharris029@gmail.com
Margaret Sparra		1161 Old Bush <sup>River</sup> Chapin		
JOE FIRMANTE		37 Birchcreek CT Chapin	843-318-0063	JOEFIRM@ATT.NET
Emmie Sue Barnes		1000 Captain Lowman rd	803-781-5113	
Rebecca Davis		608 Spotted Eagle Ln <sup>Chapin</sup> SC	803-298-0311	arizonasun48@gmail.com
Henry Sweetman		2109 Indian <sup>Summ</sup> EE	853-22-9511	hmsweetman@netnet.com



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Jessica Gemeney		114 Moses Hill Dr	803-477-8993	yksnemej@ <del>yahoo</del>
Rob Smaak		521 Foxstone Dr.	803-206-7134	
Jayson Fulton		430 Crockett Rd	803-620-1967	
Matt Hogan		189 Lakeport Dr	803-622-7032	mhoganca@yahoo.com
William Byers		1110 Lake Eagle Rd	803-606-6791	
Mark Riniger		1012 THREE DOG RD.	803-497-7681	
Talley Clawson		24 Kitfox Court	803-933-2739	clawson1831@gmail
Alex Owings		117 old sawmill trail	803-587-7161	alexowings@icloud.com
Charlie Meetze		132 Creekwood. Rd. 29036	803-513-3429	meetze@gmail.com
Rachel Meetze		132 Creekwood Rd. 29036	843-708-3554	rmeetze88@gmail.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Laven S. Grier	[Signature]	1824 Bushy Hill Rd	803-276-4500	
Gram Whitten	[Signature]	2150 Wash Lane Rd	803-665-3338	
Emily White	[Signature]	1160 Peace Haven	Chapin 2782703847	
Iray Shealy	[Signature]	3545 Vessinger	518-5962	
Clifford Selkings	[Signature]	1215 Forrest Shealy Rd	803-312-5090	Selkingeb@scedot.org
MARK DOWELL	[Signature]	1112 SILVER POINT RD	803-732-2519	mark.dowell@yahoo.com
Vanis Dowell	[Signature]	1112 Silver Point Rd	803-732-2519	
Myer Syracuse	[Signature]	7 Morning Breeze Ct	803-873-6505	myersyracuse@yahoo.com
Ann Cole	[Signature]	10 Hawks Ridge Ct	803 391 1170	laketown24@sc.rr.com
Richland Cole	[Signature]	10 Hawks Ridge Ct	803 391 1170	"

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.


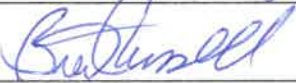

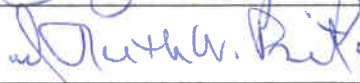

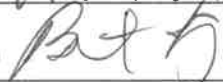
We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Barbara Goodlett	B Goodlett	1048 mt. Vernon Rd	803-60956	bgoodlett67@gmail.com
JAMES Amador	J Amador	714 autumn sh. lch DR	917-967-3047	James.Amador@att.net
Elizabeth Amador	E Amador	714 Autumn Shiloh Dr	917-399-8092	elizabeth.amador@gmail.com
Rich Chamberlain	R Chamberlain	1220 PeaceHaven Rd	853-569-6444	caToE.Muskee@Outlook.com
Carrie Crosby	C Crosby	30D Willowood Pkwy	803-210-6800	Sowersrealestate@hotmail.com
Henrietta Ball	Henrietta Ball	3 Flint Hill Rd	803-781-5123	Davidhenrietta@bellsouth.net
David Ball	D Ball	3 Flint Hill Rd	803-781-5123	
Phillip Fore	P Fore	14 Waterhaven Ct	803-920-9657	pfore414@bellsouth.net
Millie Fore	M Fore	14 Waterhaven Ct	803-920-5261	
Lucretia Seigler	L Seigler	113 Willow Cr. Dr.	-	-

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

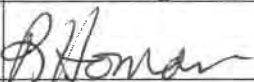

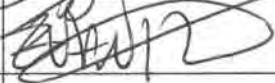
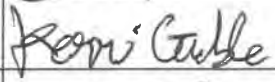




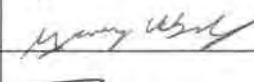
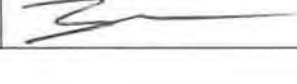
Printed Name	Signature	Address	Phone Number	Email
Tom Hattaway		180 Aaron Kelly Rd Irmo	803-924-0135	hattco@bellsouth.net
Anna Hattaway	anna Hattaway	180 Aaron Kelly Rd Irmo, SC	803-760-5735	awh105@gmail.com
Brent Russell		1232 Old Rd Chapin, SC	803-240-1318	russellrb@2@Yahoo.com
Teresa Russell	Teresa D. Russell	1232 Old Rd Chapin, SC	803-807-8529	tbrdurbin@gmail.com
Jean M Kennedy	Jean M. Kennedy	1220 Peace Haven Rd.	803-569-6444	jeanKennedy@hotmail.com
STEPHEN KING		1551 OLD HILTONS RD.	803.917.4109	bluefriday05@gmail.com
Ruth P. Pittman		813 Willowood	803-781-2303	RPWPR@AOL.com
Janet Reynolds		131 Alley Rd Little Mt SC	803-348-7388	janet1310bellsouth.net
Hanna Bowen	Hanna Bowen	143 Elm Creek Dr.	803-429-7225	hannabowen@yahoo.com
Brent Lewis		106 White Rock Ave	803-9242033	



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Ronald Homan		1848 Freshly Mill Rd Irmo SC 29063	803-345-0934	R.Homan@BellSouth.net
Lynn Homan		1848 Freshly Mill Rd Irmo SC	Lynn Homan 37 @gmail.com	803 345 0934
Evan Robertson		1832 Freshly Mill Rd Irmo SC 29063	803-582-9864	EVANRobertson@gmail.com
Kerr Gable		1832 Freshly Mill Rd Irmo SC 29067	803-727-7729	Kerr.Marie.Gable21@gmail.com
Wesley Homan		1840 Freshly Mill Rd Irmo SC 29063	803-606-2636	Wesley Homan17@gmail.com
Hunter Sanville		11355 Broad River Rd Irmo SC	802-369-5580	hSanville24@gmail.com
Robin Gable		1527 John Chapman Rd Irmo SC	803-464-8775	rgable8@Ad.com
Kenny Gable		1527 John Chapman Rd Irmo SC	803-464-9925	KGable10@Ad.com
Amber Homan		220 Andy Blvd	803 295 1124	
Zachery J Homan		1840 Freshly Mill Rd	803-608-1752	Zachery Homan@gmail.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Rubina Khan	Rubina Khan	257 Amenity Rd Chapin SC 29036	803-760-8691	rubinakhan1@gmail.com
Asif Khan	Asif Khan	257 Amenity Rd Chapin SC 29036	803-622-8066	asif10.engr.sc.edu
EARL KING	Earl King	224 Amenity Rd Chapin SC 29036	803-732-0766	NA
MIRIAM KING	Miriam King	" "	" "	NA
GEORGE ROPER	George Roper	233 Amenity Rd	803-781-3100	gropers@gmail.com
MARIE ROPER	Marie Roper	" " "	" "	NA
Fred Cole	Fred Cole	209 Amenity Rd Chapin SC	803-331-6393	seloc44@gmail.com
DONNA Cole	Donna R Cole	209 Amenity Rd Chapin SC 29036	704-502-5409	drackley.cole@gmail.com
Callie Dunn	Callie Dunn	204 Rucker Rd Chapin SC	803-479-6588	calliemacsc@aol.com
DAVID M. DUNN	David M. Dunn	204 RUCKER ROAD	803-761-1534	asapone@me.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Janie Kirkland	Janie Kirkland	2350 Wash Lever Rd.	803-316-5319	jnakirkland@bellsouth.net
Steve Kirkland	Steve Kirkland	2350 Wash Lever Rd	803-309-1780	SKIRKLAND2@bellsouth.net
Sam Mitchum	Sam Mitchum	114 Ballentine Crossing Apt 6301	864-735-6584	Sam.mitchum@gmail.com
VICKI JOHNSON	Vicki Johnson	408 Hiller Rd Chapin SC	803.315.9398	vicki.johnson@assuredpartners.com
Laurie Gantt	Laurie Gantt	165 Sylvan St Chapin SC	803-429-9690	luggantt@icloud.com
Ronnie Gantt	Ronnie Gantt	165 SYLVAN ST CHAPIN SC	803-429-9691	RGANT2@ICLOUD.COM
Dustin Gantt	Dustin Gantt	1311 Sam Bradshaw Rd/Ino	803-331-6522	dtgx2dad@yahoo.com
Angela Gantt	Angela Gantt	1311 Sam Bradshaw Rd/Ino	803-331-2896	dtgx2mom@yahoo.com
William Lafferty	William Lafferty	132 Sunsatian Dr Chapin	803-315-4666	morgan_Redhawick@hotmail.com
Sarossy Lafferty	Sarossy Lafferty	132 Sunsatian Dr Chapin	803-315-4666	-

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Steven Knacke		231 Freshly Shade Rd	803-309-4187	Stevenknacke83@gmail.com
Audrey Lassiter		140 Pt De Haven Rd	803-331-6900	JLASSITER3711@BellSouth.net
Joe Lassiter		140 Pt De Haven	803-600-9368	JLASSITER3711@BellSouth.net
Dione Patton-Hino		108 Stoney Point Lane	803-760-4883	DPatton102@gmail.com
Bryan Sammis		321 Anchor Bend Dr.	704-604-4688	SammisB2@gmail.com
Clive Raman		1116 Point View Rd	803-413-3316	Clive.Raman@att.net
Alex Stagle		1 Circle Drive Chapin	803-920-1094	alexmobilemechanic@gmail.com
JAMES BURGES		322 Windsor Pt Rd	803-781-7228	mburges@mdia9834.com
TORREK BURGES		MUDDY FORD RD 1223 <del>WINDSOR</del> CHAPIN	803-331-0061	TBUR6322@AOL.com
Jackie Williams		328 Emory Lane Cola SC 29212	803-749-7757	



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Monica Menges	<i>Monica S Menges</i>	121 Lazy Cove Ln Chapin	803 687-7041	monicamenges@gmail.com
Stephanie Krause	<i>Stephanie Krause</i>	16 Bamboo Grove Ct SE 29036 Chapin	(803) 920-3519	anntstephie@gmail.com
Tom Shofner	<i>Tom Shofner</i>	127 Captain Lowman Rd	803-609-1456	Rockitx1@gmail.com
Cheryl Shofner	<i>Cheryl Shofner</i>	127 Captain Lowman Rd	803-609-1435	PalmettonA.A.com
Dennis Hunniford	<i>Dennis Hunniford</i>	111 Haven Circle	217-433-4772	dhTaxolutions@aol.com
Nancy Hunniford	<i>Nancy Hunniford</i>	111 Haven Circle	217 433-6809	hunnifordnan@aol.com
Jo Fors	<i>Jo Fors</i>	127 Driftwood Dr. Chapin	803-429-7802	gjofors@gmail.com
Jim Fors	<i>Jim Fors</i>	127 Driftwood Dr Chapin	803-429-0033	jimmyofors4@gmail.com
Cheryl H Wolfe	<i>Cheryl H Wolfe</i>	2012 Johnson Marina	803 682-8511	<del>cherylh@sc.rr.com</del>
Richard W orrell	<i>Paul W orrell</i>	905 Fairlie Court	803-626-6990	worrell@sc.rr.com

*Richard W. Orrell 905  
@Toloud.com*

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Nikki Merritt		232 Amenity Road Chapin	803-397-9499	nikki_merritte@hotmail.com
Will Merritt		232 Amenity Road Chapin	803-467-4569	willmerritt@hotmail.com
Ketia Velez		178 George Addy Rd Little Mt	803-409-8490	lettysc2@hotmail.com
Brock Sandish		2023 Johnson Marina rd	803-518-8093	Brock Sandish@yahoo.com
ROBERT CLARK		221 FOXPORT DR. Chapin	803-298-9101	Clarkr116564@gmail.com
Shayne Hilton		117 Hawks Ridge LN	803-429-9741	Shaynehilton@gmail.com
Kari Sekula		1104 Forrest Stealy Rd.	803-309-2198	ksekula1@gmail.com
Maxey Nowell		204 Match Pt Dr. Chapin	803-407-7628	maxnowell@hotmail.com
Marilyn Skelton		412 Foxport Dr Chapin	803-477-4398	Skeltonm,mb@gmail.com
William Grant		106 Holly Creek Dr	803-286-6174	Lumber@viciosa.com

# PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
STEVE NEWTON	<i>Steve Newton</i>	110 JASMINE BAY LN CHAPIN	803-608-9024	STEVEN L NEWTON @KMAA.T.COM
Amy S Newton	<i>Amy Newton</i>	11	803-609-2931	AMYNEWTON@AOC.COM
Lisa James	<i>Lisa James</i>	108 JASMINE BAY LN Chapin	804-430-2479	LisaJames05@gmail.com
DAVID MOXLEY	<i>David Moxley</i>	106 JASMINE BAY LN	803-816-738	DMOXLEY@IEEE.ORG
BETH MOXLEY	<i>Beth Moxley</i>	106 JASMINE BAY LN	803-781-0736	
BRAD WILSON	<i>Brad Wilson</i>	105 JASMINE BAY		
Thomas Seastruck	<i>Thomas Seastruck</i>	101 Jasmine Bay Ln	803-749-0964	tseastruck@sc.rr.com
Jane Seastruck	<i>Jane Seastruck</i>	101 Jasmine Bay Ln	803-749-0964	
NELSON HAZELTINE	<i>Nelson Hazeltine</i>	4 Elm Spur Ct.	803-315-9092	
JANE HAZELTINE	<i>Jane Hazeltine</i>	11		

March 26, 2022







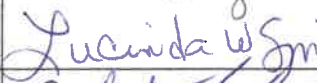

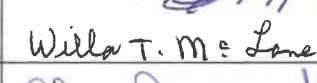

10



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

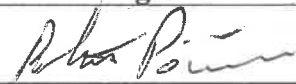


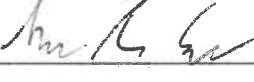
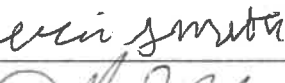
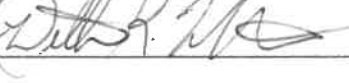
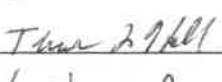
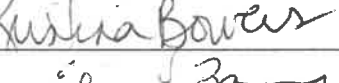
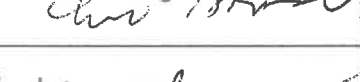

Printed Name	Signature	Address	Phone Number	Email
Kenneth Piecuch		237 Foxport Dr.	704-968-2753	kpiecuch@yahoo.com
Chris Coyle		844 Roan Rd	903-513-8253	
Renee Kelly		457 Hiller Rd	919 800 1874	
Peter Kelly		457 Hiller Rd	919 413 5409	
Thannys Kelly		457 Hiller Rd	919 800-1875	
Marie Hargrave		171 Kingship Dr	803 917-3547	mbhargrave157@juno.com
Lucinda W Smith		101 Currioman Dr Chapin SC 29036	803 603 1031	LFWS@SC.RA.COM
Robert V Smith		101 Currioman Dr Chapin SC 29036	803 603-6017	Rvsmith@SC.RA.COM
Willa T. Mc Lane		116 Pucker Rd. Chapin, SC 29036	803-781-1153	
Cheryl West		117 Lazy Cove Lane Chapin SC 29036	803.315.8279	CherylWest7@gmail.com



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Robert Poirrier		1121 Forrest Shady Rd <sup>29030</sup>	916-768-4563	rcpoirra@yahoo.com
Colleen Poirrier		1121 Forrest Shady Rd 29030	916-765-9375	rcpoirra@yahoo.com
Susan Allgood		320 Senna Dr	828-447-5445	sgallgood@yahoo.com
Austin Smith		15 Garrington Ct	803-543-6835	austin.smith@palmetto15.com
Erin Smith		15 Garrington Ct	803-523-6835	bergib@ymail
William Michels		108 Brody Rd.	803-240-2775	michelsen108@gmail
Thomas Kell		124 Riddle Landing Rd	803-967-9857	Tom.Kell116@aol.com
Kristina Bowers		131 Captain Lawman Rd	803-781-3947	kristinasdvig@live.com
Elin Bowers		131 Captain Lawman Rd	803-781-3947	elinbowers-1956@att.net
Robert O Barnes		140 Capt Lawman Rd	803-781-5113	

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Nick Powell	<i>[Signature]</i>	905 Willowood Parkway	803-397-2391	npowell2016@icloud.com
Ray L. Covington	<i>[Signature]</i>	5076 Grand Manor Lane	803-206-9437	TracyCovington@hotmail.com
Gene Wendell Nish Sr	<i>[Signature]</i>	2112 Johnson Marina Rd	803-606-3329	WendellNish@yahoo.com
Dianne Butcher	<i>[Signature]</i>	1030 Windy Hill Rd Chapin	318-4791	Diannebutcher@aol.com
Bruce Bonville	<i>[Signature]</i>	1673 Waverlen	944-5378	
ANITA MENIG	<i>[Signature]</i>	1733 JOHNSON MARINA RD	803-749-2047	
Larry Triplett	<i>[Signature]</i>	156 Brody Rd	803-528-0879	tigerpaw3800@att.net
Elaine Bouknight	<i>[Signature]</i>	2210 Kennerly Rd	803-413-1576	elaine.bouknight14@gmail.com
Bruce Gilbert	<i>[Signature]</i>	401 SENNA DRIVE	803-807-7066	gilbert6613@yahoo.com
TIM PINELLI	<i>[Signature]</i>	1010 SCOTTS HILL	803-446-7255	TIMPINELLI@AOL.COM

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Beth Schinke	<i>Beth Schinke</i>	109 Jasmine Bay Ln	803-732-5588	
CRAIG Schinke	<i>Craig Schinke</i>	109 Jasmine Bay Ln.	"	
Bridgette Bunker	<i>Bridgette Bunker</i>	107 Jasmine Bay Lane		
Randy Cochran	<i>Randy Cochran</i>	107 Jasmine Bay Lane		
Jill Berger	<i>Jill Berger</i>	112 Jasmine Bay Ln		
Jeff Berger	<i>Jeff Berger</i>	112 Jasmine Bay Ln		
DONALD PETRONE	<i>Donald Petrone</i>	114 JASMINE BAY LN	803-331-0320	
Jackie Stokes	<i>Jackie Stokes</i>	124 Jasmine Bay LN	803-397-2972	
Robert Stokes	<i>R.E. Stokes</i>	" " "	" " "	
HOMER RANDOLPH	<i>Homer Randolph</i>	118 JASMINE BAY LN	803-240631	

March 26, 2022

10

W

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Sarah Silkwood		Holly Bickley Rd Chapin 29026	803-394-8977	scjsilkwood@gmail.com
LISA M. Daniel		1132 Whitewick Rd. Chapin	803-730-2743	nanasBLESSED@yahoo.com
CHARLEY JONES		1602 GUISE RD	803-673-6609	B.JONES1006@GMAIL
Carolyn Boland		2147 Freshy mill Rd	803-354-8974	Rachobal@gmail.com
Raquel Pizzarella		1017 centerfield rd	803-528-6693	trekkie1@gmail.com
Sarah				
Teri Wessinger		2355 Island Trail	803-767-5540	teri.wessinger@gmail.com
Jack Wessinger		2355 Island Trail	803-600-7813	Jackwessinger@gmail.com
MARY S LEWIS		1821 Old Hilton Rd	803 381-7290	slewischapin@dd.com
Harris Crosby		535 Eagles Rest drive	803 260 5867	harrisbcrosby12@icloud.com
Allan marcella			803 911 0885	asmarcella1@gmail.com

March 26, 2022



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
David M Smoak		115 Staffwood Dr	803 463 4234	Mike.Smoak@yahoo.com
DAVID BRAYTON		40 GOWNEY BROOK CHAPIN SC	803-292-0699	N/A
Elizabeth Dwyer		137 Captain Lowman Rd Chapin	803 920 6079	Betsydye@gmail.com
RAFAEL G. DRYE		137 CAPTAIN LOWMAN RD	803-807-6666	N/A
SEAN HAWKINSON		131 Doolittle Dr.	843-696-4223	helliwell693@gmail.com
CATHY DAVIS		1801 Johnson Marina Rd	803 389 3534	cathydavis@me.com
Frank notts		315 Sid Bickley Rd	803 298 9397	monts1812@icloud.com
John Sloan		2439 Freshly Mill Rd.	803 231 9341	Johnsloan01@gmail.com
Kathy Sloan		2439 Freshly Mill Rd	586-675-8001	Kmsloan13@yahoo.com
John B. Davis		1801 Johnson Marina Rd	803-235-8671	imastripilot@me.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Brandon Stiglbaum	<i>[Signature]</i>	103 Jasmine Bay Ln		
Charlotte Stiglbaum	<i>[Signature]</i>	103 Jasmine Bay Ln		
RUDY KELLER	<i>[Signature]</i>	111 Jasmine Bay Ln	803 600 2488	
JAMIE KAHN	<i>[Signature]</i>	121 Jasmine Bay Ln	803 600 3662	
<del>BRONN AMMER</del> MARSHA DUDEK	<del>BRONN AMMER</del> M. Armpf	113 Jasmine Bay Ln CLARKSON SC	803 993 - 8331	
Ben Knudson	<i>[Signature]</i>	113 JASMINE BAY	803-993-8331	
Angela Knudson	<i>[Signature]</i>	115 Jasmine Bay Ln	801 455 2397	
SOEL WILSON	<i>[Signature]</i>	115 Jasmine Bay Ln	801 541 4846	
MARILYN WILSON	<i>[Signature]</i>	10 BAYWOOD CT		
		10 BAYWOOD CT.		

March 26, 2022

10

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Megan Taylor-Thielbar		6 Forrest Shealy Ct. Chapin	803-467-0406	
BRIAN THIELBAR		6 FORREST SHEALY CT Chapin	803-467-0406	
Erin Thielbar		6 Forrest shealy Ct Chapin	803-460-1548	
Susan W Taylor		120 Jasmine Bay Ln.	863-466-1805	
William Taylor		" Chapin	"	
Shannon Wilson		105 Jasmine Bay Lane Chapin 29036	803-467-6040	
Roderic Strange		123 Jasmine Bay Lane Chapin SC 29031	803-920-8036	
Neal Strange		123 Jasmine Bay Ln Chapin, SC 29036	803 447 4824	
Katie Blocker		116 Jasmine Bay Ln Chapin SC 29036	803-800-5688	
Danny Blocker		116 Jasmine Bay Ln Chapin SC 29036	803-600-6126	

March 26, 2022


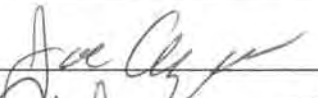
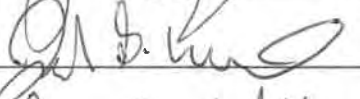
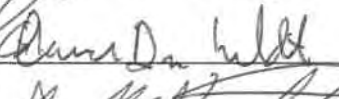
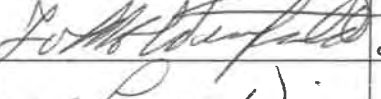
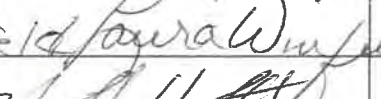

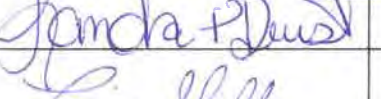
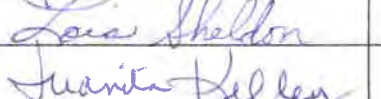
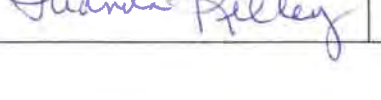
10



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Steve Thrash		628 Kumstuge Ln Chapin SC	803 463 9279	Smokedines44@gmail
Joe Agnew		Ballentine Chapin	803 600 6964	
Joseph Willt		178 Lakeport Dr 29036	803 238 2992	JwMontana@icloud.com
Elienna Dean Willt		ll	803 467 1405	GDAHS@Yahoo.com
JOHN WINFIELD		CHAPIN SC 515 HILLER ROAD	803-749-2984	LJWINFIELD@SC.RP-
Laura Winfield		CHAPIN SC 515 Hiller Rd	803-749-2984	Laura.jean.610@com compusa.com
Nathan Hartlaub		30 Beards Creek Cir, Chapin, SC	803-528-1617	nathan.hartlaub@gmail.com
Sandra P. Dust		125 Bakersland Rd Chapin, SC	803-600-6206	JSJDURST@aol.com
Lois Sheldon		311 Placid Dr Temo	630 2013443	
Juanita Kelley		102 Heidelberg Cir	803 781-0049	



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Lesli Reid Wood	<i>Lesli Reid Wood</i>	216 AMENITY ROAD CHAPIN, SC 29036	803-422-9548	SLKLEWOOD@ GMAIL.COM
Charles F. Reid	<i>Charles F. Reid</i>	216 Amenity Rd. Chapin, SC 29036	803-422-0018	Charlesreid6@me.com
Cynthia E Reid	<i>Cynthia Reid</i>	216 Amenity Rd Chapin SC 29036	803-315-0458	<del>Cynthia Reid</del> None
GEORGE E STRAIT	<i>George E. Strait</i>	216 Amenity Road CHAPIN SC 29036	864 360-6736	gestrait@omsc.org
Harriet Reid Strait	<i>Harriet Reid Strait</i>	216 Amenity Rd. Chapin, SC 29036	803-781-0149	none
Jennifer Newton	<i>Jennifer Newton</i>	278 Hilton Village Dr Chapin, SC 29036	828-638-1031	jnewton1025@gmail.com
Valentina Badgley	<i>Valentina Badgley</i>	101 Stoney Point Lane Chapin SC 29036	346-240-6994	vbadgley@ gmail.com
Linda Triplett	<i>Linda Triplett</i>	156 Brody Rd. Chapin, SC 29036	843-209-1374	linda.triplett 23@gmail.com
John Boucknight	<i>John Boucknight</i>	2210 Kennel-L-R Firmo SC	803 622 2674	None
Harold McCaslin	<i>Harold McCaslin</i>	178 George Addy Rd Little Mt. S.C. 29075	803-477-5029	HCMCasting BellSouth.net

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Anthony [unclear]	[Signature]	200 MASSEY CIR	631-336-3559	
ROBERT DREXELIUS	[Signature]	1043 TRAILER LN CHAPIN SC 29036	503- 917-2718	CHIEFDREX @AOL.COM
Evan Burt	[Signature]	195 Almofini Ln Chapin, SC 29036	360 643-9722	Burt.Evan@ gmail.com
C. [unclear]	[Signature]	2147 Freshly Mill Rd Chapin, SC	803 513 6109	Ruebs21@gmail.com
Tim Livingston	[Signature]	2 Bamboo Grove Ct. Chapin, SC 29036	803-360-2563	TimLivingston2@att.net judyblivingston@gmail.com
BRADY BOUTWRIGHT	[Signature]	155 <del>KELLY</del> BOUTWRIGHT JAMES-SC	503-784-352	
MARY BOUTWRIGHT	[Signature]	135 <del>HAROLD</del> BOUTWRIGHT JAMES-SC	503-781-5333	
Moize, Jerry	[Signature]	1713 Johnson Marina Rd. Chapin, SC 29036	601-929-9749	jdmoize@yah .com
LISA EPTING	[Signature]	2409 Freshly Mill Rd Chapin, SC	803 206-9915	BlApting@msn.com
Benjamin L. Epting	[Signature]	2409 Freshly Mill Rd Chapin, SC 29036	803-206-7953	benjyscustomer@gmail.com

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County **OPPOSE** the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) **CONTINUE** the density (as currently zoned) and the continuance of single family designation; and 2) **OPPOSE** restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

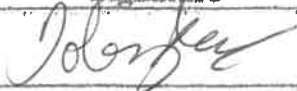

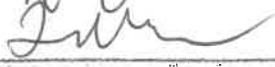
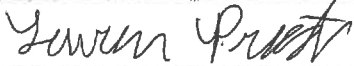




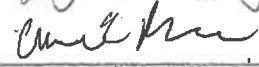

Printed Name	Signature	Address	Phone Number	Email
BILL MAIKER	<i>[Signature]</i>	Chapin SC 10 Moseley Point	803-749-0146	
Louanne Cromer	<i>[Signature]</i>	13 Moseley Pt. Chapin	803-240-6300	LHCromer@gmail.com
Reyburn Lombard	<i>[Signature]</i>	17 Moseley Pt. Chapin	803-427-9795	usclawrey@hotmail.com
Judy Mallory	<i>[Signature]</i>	10 Moseley Pt. Chapin	803 749 0146	
James White	<i>[Signature]</i>	5 Moseley Pt Chapin	803 781 - 0901	
Lorei Lowe	<i>[Signature]</i>	5 Moseley Pt Chapin	803-381-5306	lorrilowe0498@gmail.com
Elizabeth A Lawson	<i>[Signature]</i>	5 Moseley Pt Chapin SC	803-629-1604	
SCOT LOWE	<i>[Signature]</i>	5 moseley point Chapin	803-261-9982	
JOAN White	<i>[Signature]</i>	5 Moseley Pt Chapin SC		
MARCUS KREPP	<i>[Signature]</i>	2 Moseley Pt SC	803-528-3802	



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.




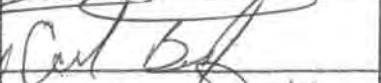


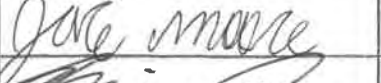
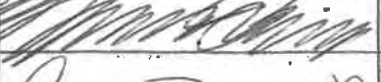
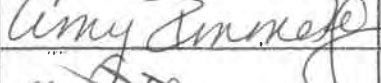

Printed Name	Signature	Address	Phone Number	Email
Toby Phillip		107 Filson Bluff	803 553 530	
Martia Ares		6613 Monticee Ho Rd	704-454-808	
Teretha McDaniel		428 Northshore Ct	803-315-777	Teretha.McDaniel@gabon.com
Lauren Proctor		1021 Page Derrick Rd	803 553 6611	
Luther A. Kibler		1650 Ditch Fork Rd <sup>29063</sup> Irmo, SC	803 315 2266	
David Rice		107 Filson Bluff Tr.	803 513 579	
Joe Agnew		13 Shadlow way	600 1964	
Susan McShea		16 Walnut Grove WA	269-4026	
Chamekhan		1463 Shady Grove	803 422 4354	
Leigh Biles		332 Amicks Ferry Rd	803-422-1700	



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
DEWEY Smith		255 Academy Blvd <sup>Chapin</sup>	803 407 8074	
Chris Webber		125 Shipyard Blvd Chapin	803-239-8174	
Blake Bickley		3504 Broad River Rd	803-543-8000	
Cristin Bickley		8304 Broad River Rd	570-225-8865	
Nicole Smith		255 Peckey Branch Rd	803-404-4954	
Jaden Ippoliti		105 wingspan way	914-350-0571	
Jace Moore		134 Cabin Dr.	803-609-7522	
Michael Bailey		1412 Farming Creek Rd	803-357-9701	
Amy Immesberger		1314 Farming Creek Rd	803-807-6244	
Melanie McKay		309 Staffwood Rd		

March 26, 2022

# PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Dorothy Jeffcoat	<i>Dorothy Jeffcoat</i>	103 Augsburg Dr	<del>803 407 9375</del>	<del>djjeffco1@aol.com</del>
Kenneth J. Carter	<i>Kenneth J. Carter</i>	124 Castle Church Rd		
LARRY CARTER	<i>Larry D. Carter</i>	103 Herdelberg		
Norma Sessions	<i>Norma Sessions</i>	17 Champion Ct.		
Jane Stikelather	<i>Jane Stikelather</i>	162 Lowman Home Barn Rd		
Jeff Stikelather	<i>Jeff Stikelather</i>	162 Lowman Home Barn Rd.		
Helen Sanders	<i>Helen Sanders</i>	100 Augsburg Dr.		
Marion Hoffman	<i>Marion Hoffman</i>	165 Lowman Home Barn Rd		
HAROLD HOFFMAN	<i>Harold Hoffman</i>	165 Lowman Home Barn Rd.		




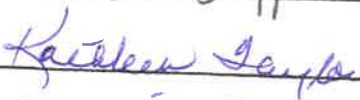
March 26, 2022

9

# PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
John Reitenga		127 Jasmine Bay Chapin	803-528-4054	
Heather Reitenga		127 Jasmine Bay Chapin 29036		
Woody Pryor		121 JASMIN BAY "	"	
Bridget Stafford	Bridget Stafford	" "		
Kathleen Taylor		7 Elm Spring Ct - Jasmine Bay		
Melissa Paek	Melissa Paek	100 Jasmine Bay Lane		
ELIZABETH WELLS	Elizabeth E. Wells	102 AUGSBURG 29036		
Peggy L. Miller	Peggy L. Miller	106 Augsburg Dr. Chapin, SC 29036		

March 26, 2022

8



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
SALLY MEISE	<i>Sally Meise</i>	Chapin SC 105 Wittenberg Dr	<del>864-602-0705</del>	<del>SALLYMEISE@WCTEL.NET</del>
ROBERT MEISE	<i>Robert Meise</i>	105 Wittenberg Dr. Chapin, S.C. 29036	864-884-1835	
TOMMY COKER	<i>Tommy Coker</i>	Chapin, SC 29036 115 Hummelsberg Ct.	843-687-4345	
Shirley Coker	<i>Shirley S. Coker</i>	Chapin SC, 29036 115 Hummelsberg Ct.	843-687-4345	
Molly Bain	<i>Molly Bain</i>	101 Heidelberg Circle Chapin SC 29036	803-626-3430	
Peter Bain	<i>Peter Bain</i>	101 Heidelberg Circle Chapin, SC 29036	803-626-3430	
Becky Saville	<i>Becky Saville</i>	103 Wittenburg Dr. Chapin, S.C.	803-781-1865	

March 26, 2022



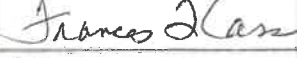

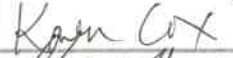





**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONIN**

We, the undersigned, property owners and residents of Richland County **OPPOSE** the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) **CONTINUE** the density (as currently zoned) and the continuance of single family designation; and 2) **OPPOSE** restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
J Dennis Dobbs		133 Amenity Rd <sup>29036</sup> Chapin	803.609.6421	JdennisDobbs@gmail.com
Donna M. Dobbs		133 Amenity Rd. <sup>Chapin 29036</sup> SC	803-530-4342	ddobbs123@aol.com
Frances T. Cass		2209 Johnson Marina Rd <sup>Chapin, SC</sup>	803-622-4163	fran.t.cass@gmail.com
KARL E SKOOG		2209 Johnson Marina Rd <sup>Chapin, SC 29036</sup>	(803) 407-7764	kscoog15@gmail.com
KAREN COX		2112 Johnson Marina Rd <sup>Chapin, SC</sup>	803-920-0039	KSCX25@yahoo.com
Kimberly Majchrzak		1 Amenity Ct <sup>Chapin SC 29036</sup>	803 422 5303	kmajchrzak01@live.com

March 26, 2022



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
J.N. Watson Jr	<i>J.N. Watson Jr</i>	P O Box 444 White Rock 29036	(803) 749-3889	jwatson@bellsouth.net
KAYE BRADLEY	<i>Kaye Bradley</i>	131 Castle Ch. Rd., Chapin 29036	803-781-4687	Bill Kaye @ bellsouth.net
Suzanne S. Johnson	<i>Suzanne S. Johnson</i>	207 Lowman Home Park Rd. Chapin SC 29036	803-724-2035	Suzanne Johnson 29 @ Gmail.com
Robert A. Johnson	<i>Robert A. Johnson</i>	207 Lowman Park Rd. Chapin 29036	803 724-2035	Suzannes Johnson 29 @ Gmail.com
MARLYN S Shealy	<i>Marlyn S Shealy</i>	(White Rock) 29036 147 Heidelberg Cir Chapin SC	803 781 0150	in more pieces @ AOL.com
Nancy S Ramsdel	<i>Nancy S. Ramsdel</i>	29036 2 Champion Ct, Chapin	801-557-3179	nanski.bridge@ymail.com

March 26, 2022

# PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Jim Suber	<i>J. Suber</i>	104 Wittenberg	<del>803-591-1998</del>	<del>N/A</del>
David Britt	<i>D.M. Britt</i>	110 Wittenberg	<del>803-447-484</del>	<del>N/A</del>
LENDRA BRITT	<i>Lendra Britt</i>	110 Wittenberg	<del>803-318-0322</del>	<del>N/A</del>
Joseph Looney	<i>Joseph B. Looney</i>	112 Augsburg Dr.	<del>803</del>	<del>N/A</del>
Gail Looney	<i>Gail A. Looney</i>	112 Augsburg Dr		
Betty H. Park	<i>Betty H. Park</i>	161 Lowman Home Barn Rd		

March 26, 2022

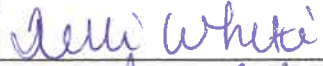
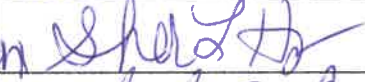


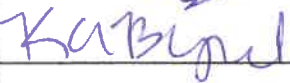
6



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Terri White		6 Moseley Pt Chapin SC 29036	803-394-1222	
Sherrri Herlephon		1 Moseley Pt, Chapin SC 29036	814-889-1898	
Michael Reynolds		1236 Richard Franklin Rd 29036	803-422-5248	
Billy Byrd		1232 Richard Franklin Rd. Chapin SC 29036	843 319 6453	
Kara Byrd		1232 Richard Franklin Rd Chapin, SC 29036	803-920-1474	

March 26, 2022

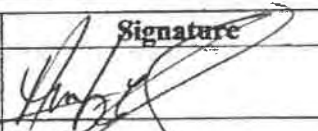




5



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Amber Slice		12564 Broad River Rd.	803-608-0862	amlr425@yahoo.com
Jean Matthews		Little Mountain SC 29075		
Judy Matthews		536 Grand Manor Ln.	704-652-8822	JudyMatthews55@ gmail.com
Kathy Riley		12568 Broad River Rd <sup>29075</sup>	(803) 606-4147	
Perry Riley		12568 Broad River Rd <sup>29075</sup>	(803) 606-7378	

5

March 26, 2022

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
Nancy Cannon	<i>Nancy Cannon</i>	3200 Kennedy Rd		
David Wiley	<i>David Wiley</i>	11 Twelve Oak Dr	924-5830	
DAVID WILEY	<i>David Wiley</i>	11 12 OAKS Drive	924-5902	
Dwayne Derrick	<i>Dwayne Derrick</i>	215 Belvedere Ct Lenoir SC 29072		
Kendra Hammock	<i>Kendra Hammock</i>	1686 Beagle Run Rd	803-920-3318	

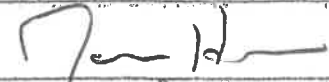


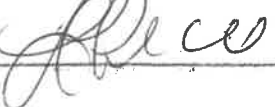
March 26, 2022

5

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.


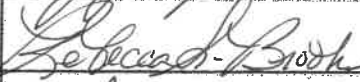

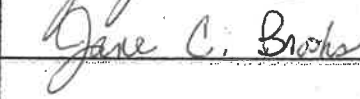
Printed Name	Signature	Address	Phone Number	Email
JAMES HERMAN		1101 ELLET RD CHAPIN, SC 29036	(734) 676-6664	MAIZENBLU69@HOTMAIL.COM
Joseph Abston		132 Owens Road Lane Irmo SC 29036	803-467-2587	
JOE FARMER		305 ROLLING CREEK CIR IRMO, SC 29063		jsf.farmer@col.com
Pam Price		305 Rolling Creek Cir Irmo SC 29063		JPPRICE51@gmail.com

4

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
John J. Brooks, Jr		240 Amenity Rd, Chapin	803-331-6661	John@JohnBrooksRealtor.com
Rebecca S. Brooks		240 Amenity Rd, Chapin	803-603-5176	Rebecca@JohnBrooksRealtor.com
John J. Brooks, Sr		1645 Col Stok Rd Chapin	843-815-1991	JJBsr@SouthCarolina.com
Jane C. Brooks		"	"	"

March 26, 2022

4



**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.


Printed Name	Signature	Address	Phone Number	Email
Mildred Howard	Mildred Howard	312 Patio Place	467-7855	mildredhoward@cs.com
Barbara Bwell	Barbara Bwell	213 Placid Dr	803-44-1053	bzpowell928@gmail.com
Beverly Booknight	Beverly Booknight	120 Deer Hill ROAD <sup>IRMO</sup> SC	803 3616294	Siamonbs660@hotmail.com
Dana & Scott Berry	Dana Berry	745 MOONSAIL Circle	803 397 4028	danaberry1@gmail.com

4

**PETITION OPPOSING RICHLAND COUNTY COMMUNITY PLANNING & DEVELOPMENT PROPOSED REZONING**

We, the undersigned, property owners and residents of Richland County OPPOSE the proposed rezoning for Johnson Marina Road and adjacent streets/roadways within the surrounding community of Chapin, White Rock, & Ballentine, South Carolina.

We, the undersigned, property owners and residents petition Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and the continuance of single family designation; and 2) OPPOSE restrictions to prohibit forms of private property fencing, gardening, and parking of recreational vehicles such as RVs, boats, trailers, golf carts, etc.

Printed Name	Signature	Address	Phone Number	Email
ROD SHELDON		311 PLACID DRIVE <sup>TRND</sup>	630-273-1195	SHBLDOWROD@GMAIL

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Angela Hayden	1432 Red Sunset Ln	803-427-1483	ahayden0318@gmail.com
Mary Jo Hoffman	8 Richland Lane	302 383-4767	mjhoffman10@gmail.com
<del>Terry Ross</del>			
Patsy Bass	354 Portia Rd	803-5303733	Bass_jtag@vol.com
John Stahl	1567 Boasley Blvd	803-754-1937	
Jennifer Heath	344 Jays N.	803-315-5197	jenniferheath@yahoo.com
Debbie Godwin	8483 Winnsboro Rd	803-413-1024	godwinracing@gmail.com
Morris & Debbie Timms	179 Lambert Lane	803-414-3198	auntaggie1989@att.net
T.G. Clark	8444 Monticello Rd	803-919-2400	none
Pam Visslailli	216 Plantation Pk Bly.		
Louis Visslailli	"	"	
Take Bowe	1212 Copley Crossing Blythewood		
Sonya Cable <sup>Sonya Cable</sup>	648 Scarlet Baby Dr	803-381-4472 Blythewood	sjc4472@gmail.com
Cathy Miller	1160 Ashland Dr. Columbia	856-4300614	chw8c@virginia.edu
LAURA Dilette	29 VERANDA Ln Blythewood	254-231-5383	LEDTKL@hotmail.com
Ashley Lamm			
Sheilany Lamm	1145 Friendly woods Rd		princeshellm23@gmail.com
Kathleen Austin	116 Oak Glen Dr	315-558-4873	kaustin35@gmail.com
Lisa Putnam	1161 Gre Pine Dr.	803-768-8164	lisa.v.putnam@gmail.com
Tom Heaton	302 Old Course Loop	803-767-6028	dthomasheaton@hotmail.com
Teri Stone	205 S. Crescent Lake Way	803-546-9669	terilovesbrent@hotmail.com
Leah Stone	205 S. Crescent Lake Way	803-497-3981	leahstone99@gmail.com
BARRY NANCE	211 PINEVIEW CHURCH	803-477-7060	
Tami Davis	246 Philmont Dr.	803-518-1916	t.pitts1024@gmail.com
John Patnam	5455 Gilden Hauke	803-4293390	
Deborah Rioux	116 Stonebrook Dr	803-735-0058	debr1050@gmail.com
Doris Harvey	209 CRAIGWOOD DE	803 609 4122	charvey3@sc.rr.com
Anne Burley	29 Feather Point	803-470-5941	aburley2@yahoo.com
Kay E. Dent	201 Talon NAY	803-960-7878	
KATHERINE PERRY	655 RISE RIDGE DE	760 583 0518	kperry1954@gmail.com
Dorrah Johnson	430 Blom St <sup>Blanton</sup> S.C. 29015	803-735-3055	
Gregory G. Galt	521 Cabnets Cir.	6302049919	craig.galt@gmail.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Kari Bristol	443 Golden Eagle	803 624-4487	kari.bristol38@gmail.com
Viviane Gullidge	208 Jasmine Place Dr.	803-465-6094	vivianesms@aol.com
Anna Gillespie	121 Flint Rock Ln	803/910-8910	annagillespie2@gmail.com
Courtney Stempie	259 Quiet Parkway	803 466 2287	cstempie.c@gmail.com
Emily Collins	13 Markaf dr.	803 587 7019	elc16103@gmail.com
Mar Bloom	Swahut woodct.	803 347 3877	mbloom5576@gmail.com
Robert Buchanan	66 Holly Berry Ct.	803 528 0788	rbuchnd@live.com
TRISH BLAKE	128 Walnut hoo dr	803-961-1161	c12wy319@gmail.com
AM VINKLER	768 DIAL CREEK RD	803-313-9818	PJVINIKO AOL.COM
James Dwyer	161 Pineview Church Rd	803-313-9818	NA
Johanna Parrott	206 Pineview Church Rd	803 729 7200	Parrottnest5@gmail.com
Heather webb	200 Coatsbury Dr.	803-209-1495	Heather.webb070@gmail.com
Maria Johnson	1 Pineview Church Rd	770 412 7653	CHIEF@YARTO.COM
Ed Johnson	1 Pineview Church Rd	770 412 7653	
Steve Parrott	206 Pineview Church Rd		
Nabony Parrott	" "		
David Parrott	" "		
Bethany Parrott	" "		
Op Ellen McGuirk	675 Scarlet Baby	380-206-6066	MESJDMAC@GMAIL.COM
Debbie Langdale	1913 Lorick Rd	803-546-1405	adkrianna03@yahoo.com
E. Ray Moore	2025 Cedar Spg br	803-691-9007 (H)	moorefam@pe.south.net
Trish Stuchan	217 Berkeley Ridge	803-403-3180	trishstuchan803@gmail.com
Michael Gay	1418 Allis Rd	803 893 2113	NA
Bell Reynolds	10736 Wilson Blvd	803-920-6600	bellreynolds16@gmail.com
Michael Corbett	1413 Lorick rd		
Charles Harvey Jr.	135D Blythewood Rd.	803-319-0747	
Will Trapp	241 Fairview Dr	803-730-9862	NOEMAIL@NEWEL.COM
Logan Trapp	119 Howell Rd	803 754 5259	logantrapp7@gmail.com
David T Cather	1812 Lonck Rd	803 661-0117	dvt.widget@yahp.com



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, BlytheWood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Susan Combs	1858 Smalwood Rd. Ridgeway 29130		
<del>Angela Wilson</del> Angela Wilson	66 Silvertank 40 Beans, Colleton Columbia SC 29225		
Arl Ballinger	1040 Camp Grand Rd 229 Springwater Cola, 29223		
Mavin M. Juice	441 Pine Grove Rd BlytheWood		
Melody Sharpe	75 SOURWOOD Lanford Rk BlytheWood SC		
Angela M. Mc	5400 Fairfield Rd Columbia SC		
Robert Gissin	468 Hollyberry Ln BlytheWood, SC 29016	202/2 by 2 de@gmail.com	
Cameron Bradsher	113 Hamilton Pl Columbia	keffe@bellsouth.net	
Londree Thomas	312 Beaumont Dr BlytheWood		
LOWANE KEFFE	468 Hollyberry Ln Columbia SC 29229		
Agathe	607 GOMMYS PLACE		
Christa Cassidy	121 Hint Rock Ln 803 960-8910		
Rachel Frick	1004 Lakewood Circle 803 786-1394		
Brian Gillespie	104 Longfield Ln 803-463-7792	catherinchinson@gmail.com	
CANDYMA BUNY	806 Lakewood Cir 803-338-4873	marykatz@sc.rr.com	
Catherine Hinson	212 Sassafras Rd 803-713-5578	Keeneyringo@gmail.com	
Doreen Franz	212 Sassafras Rd 803-713-5578	Keeneyringo@gmail.com	
TARA Rucker	315 Howell Road 803-729-0563	Kayroper@gmail.com	
Michael Rucker	212 E. Dunwoody Vista 803-729-0563		
Kay Roper	3 ALUMNI LN (803) 800-7343	BryanKING03270@gmail.com	
Tommy Hinson	121 Family Circle 803 754-0694		
Bryan King	1170 Hollis Pond Rd 803-414-0313		
Brytav LACK	105 Valhalla Dr 803-667-1865		
Janette Robinson	1022 SANDFIELD	803 360 0998	
Chanda Grimmingen	Alumni In BlytheWood 803 808-0100		
MARK LAVEZE	247 Columbia Club BlytheWood SC		
CAROL BURBARDT	9916 Wilson Blvd 803-247-3000		
Darci DuPre	108 Wild Turkey Rd 803-331-9664		
Jalen L. Luan	108 Wild Turkey Rd 803-331-9664		
Monica + Diana Allen			
TINA Allen			



PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Allison Gross	464 Westmoreland Rd	812-925-6456	alliemontegross@gmail.com
Ason Smith	221 Sofia Ave Dr	803 596 6857	jds6674@gmail.com
Robin Spivey	11	803 741 8226	
Chris Copeland	9648 Still Meadow Ln	843 411 6006	cekozak@aol.com
Michelle Basso	2 Dennis Lane Blythewood	843-697-1733	michabasso@gmail.com
Alice Carter	6028 Kimberly St Columbia, SC	29209 803 6007856	alicecarter@bellsouth.net
Jennifer S. Baker	7107 Springside Dr. Columbia, SC	29229 803 312-5741	jennebug86@gmail.com
Bridget Bell	280 Singletts Chapel	803 770-7633	
Frances Stanice	64 Black Kettle Ct	SC 29016	festanice@gmail.com
Applan T Stanice	64 Black Kettle Ct Blythewood SC 29016		
Amanta Woodard	418 Hollyburn Cir	Blythewood, SC 29016	jog192028@yahoo.com
Flannery Katelyn Hughes	1132 Muller Road Blythewood, SC	29016	flak8359@gmail.com
Claire Greene	951 Camp Ground Rd	1703-5537	cbfnal@aol.com
1188 HUNTS	118 SC Hunter Rd		
Lee Balford	2222 Mulberry	Blythewood Blythewood	btbtfh33@aol.com
James Jones	1701 Lanier Rd	Blythewood	lanierde@gmail.com
Keith Jener	1741 Lower Rd	Blythewood	KLONER17@GMAIL.COM
Stephanie Shirley	144 Cherokee Ridge	Elgin	MIK3Shirley@gmail.com
Ronda Hines	1036 Roundtop Rd	Blythewood	rlgtaylx@gmail.com
Linda Wilby	1036 Roundtop Rd	Blythewood	
Shelia Smith	1042 Roundtop Cir	Blythewood	
Elizabeth Chowns	1042 Roundtop	Blythewood	
Keith Goms	102 Roundtop	Blythewood	
T. Mary Joyld	279 Woodridge Dr.	Blythewood	419444njoye@gmail.com
Janet Joyld	Carewvity Rd	Blythewood	Jamark Joyld 002@gmail.com
Delissa Sordan	409 Staghorn Dr.	Blythewood	melissasordan@hotmail.com
Jessica Brown	132 Baywood Rd	Blythewood	jnel11022@gmail.com
Bush Lam	1360 Holly Hill Rd	Blythewood	
Doree Chepp	316 Nature Rd.	Blythewood	denamc62@gmail.com
123 Carter Ln	123 Carter Ln	Blythewood	5721987@gmail.com
101 Swigert Rd	101 Swigert Rd	Blythewood	wbtenqr100@gmail.com



**PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL**

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Nicole Latham	1425 Loner Rd BW	803-546-6765	NicoleLatham@gmail.com
Jessy Latham		803-743-5760	JessyLatham1171@yahoo.com
Darlene Goodwin		803-788-2007	dgoodwin@sc.rr.com
Robert Goodwin		803-556-1619	dgoodwin@richland2.org
Dorriann Dumber		719-339-7973	mikderie@hotmail.com
Mike Dumber		970-405-5851	mdumberjr@yahoo.com
Melissa Smith		803-728-9173	mjohnson345@gmail.com
Alan Smith		804-417-1320	alansmith2293@yahoo.com
Laura Nicholas	553 CENTER CREEK	803-727-4479	laura@raidholl.com
Lily Abell	1156 Abell Rd	(803) 873-8779	lilianra2418@yahoo.com
Bill Abell	Blythewood SC	29516 (803) 445-6077	dt@bhsedg.com
Sandi Bhogale	Blythewood SC	904-294-7584	sandioslea@gmail.com
Sachin Bhogale	Blythewood SC	904-235-9683	sachinbhogalester@gmail.com
May Hamed	Blythewood SC	803-381-8186	MayNokaly16@gmail.com
Mike Epperson	Blythewood SC	803-331-5638	epmichael@sc.rr.com
Kim Epperson	Blythewood SC		kgfepp@gmail.com
Tim CHIFFARD	"	(803) 788-3086	timandorkanna@yahoo.com
Robert Schneider	Blythewood SC	321-536-1452	crawherrob@yahoo.com
Sherry Schneider	Blythewood SC	301-514-5305	schneider.sherry67@gmail.com
Kenneth DuBard	717 Sashott Rd	803-269-3833	kendubard@gmail.com
Amanda Jones	2101 Cedar Creek Rd Blythewood	803-873-7739	akofarm@gmail.com
Judy Hakey	Blythewood SC	803-355-5384	judyhakey@gmail.com
Ethan Bedford	Chester	803-209-4493	broerichy2012@gmail.com
Allen Kinnard	LEXINGTON	704-301-2110	ALLEN KINNARD@BALSOUTH.COM
Mike Weber	Blythewood	803-360-2947	mweber34@gmail.com
Samantha Diaz	Blythewood	803-517-1640	Samrod8@gmail.com
INA Stiles	Blythewood, SC	803-468-7732	stilesin-2000@yahoo.com
Michelle Priester	213 Eagles Ridge Dr	803-446-2209	mcpriester7@gmail.com
Dayo Steelan	Blythewood	480-338-2014	dayo.steele@yahoo
Mitchell Steelan	Blythewood	480-452-7466	mitch88304@yahoo
Sierra Kramer	Irmo	(803) 917-5003	SKramer89@gmail.com





PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the re-zoning Plan for Swigert and Fulmer, and Mount Valley, Blythewood, SC 29016. We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Amy Bevin Holly Fulmer	11579 Wilson Blvd 213 Swater thicket way	803-338-5829 803-4667443	bevin.nancy@gmail.com holly.fulmer@worldnet.att.net
Mary Diggins Justin Diggins	828 Swigert Rd 828 Swigert Rd	803-407-1905 803-497-2580	Mdigg1011@outlook.com jrd55@msb110hotmail.com
Tyler Greene	128 Bent Oak Trl	864-612-6225	tylorgreene@me.com
Joel Nordstrom	2 Sand Creek Ct.	803-920-7828	joelnordy@gmail.com
Katie Nordstrom	2 Sand Wk. Ct.	803-240-4798	kleniperj@clarkson.edu
Lane Samuel	467 Autumn Dr	803-338-6316	lane.samuel116@gmail.com
Ann Brady Maura Bevin	1147 Vnky Estates 1147 Valley Estates Dr.	616-996-8425 "	"
Stefani Spivey	316 Northford Hollow	803-315-9015	"
Maren Bramble	111 Swardley Rd	803-730-5567	"
JDE Brundette	111 Swardley Rd	803-760-2995	"
Tucker Keener	317 High Grove Way	307-622-8300	"



**PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL**

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zoned) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Francesa Diocoll	147 Walden Shoreline	803-447-4209	fran109@earthlink.net
Austin Chewing	208 Cricket Hill Dr		
Deve Chewing	217 Eagles Ridge Dr		
Richard Hester	511 Mount Wells Rd	803-674-4765	
Carol Vandyke	160 Wadsworth Loop		casdvandyke@gmail.com
Rebecca Hoopie	1104 Cogler Crossing Dr.		rebecca.hoopie@h2a@gmail.com
MAUREN HANCOCK	201 WOODVIEW PROPERTIES		
Kinda Spaw	17 S Firetower Ct	1857 3086385	
Morris E. Timms	179 Lambert Ln.	704-419-9513	mtimms5851@gmail.com
Mike Shepard	1052 Cogler Crossing		mivertwy@gmail.com
Cheryl Carter	141 Peppermint Lane	803-491-4440	cherylcmonahan@hotmail.com

PETITION TO PROTEST THE PROPOSED RICHLAND COUNTY PLANNING AND ZONING PROPOSAL

We, the undersigned, residents of Richland County OPPOSE the Re-zoning Plan for Swygert and Fulmer, and Mount Valley, Blythewood, SC 29016.

We, the undersigned, residents petition the Richland County Zoning Board to: 1) CONTINUE the density (as currently zone) and continuance of SINGLE FAMILY designation; and 2) OPPOSE restrictions to prohibit private property use for recreational vehicles (RVs), boats, trailers, golf carts, etc.

NAME	ADDRESS	PHONE	EMAIL
Evan Worrad	830 Scott Harri Ln	803-448-9113	evan1000and1195@gmail.com
Patrick Parks	124 Frontier Rd	803-516-0573	LZbperk304@gmail.com
MARY ANNE MURFF	113 TALON WAY	803 3174453	MARYANNEHMURFF@gmail.com
(PP) Robin Parks	205 Rainsborough way	803- <del>881-7918</del> 7918	Mrbparks@bellsouth.net
(P.P.) Glenn wingard	212 Calico Lane	803-413-0217	GENW5C@coi.com
Laura Parks	124 Frontier Rd	803 920-4148	PARKS1410@gmail.com
Diane SOT	917 Lorick Rd	803 754-7886	
Daisy Struck	917 Lorick Rd	"	
Alanni Burnett	303 Nature Rd	803-629-5181	dsbennett@sc.rr.com
(PP) former Burnett	303 Nature Rd	803-318-7267	lbernetind@sc.rr.com
Laura J Burnett	303 Nature Rd.	803-629-4670	juli223@yahoo.com
PP Niamsalhay Oskureh	303 Nature Rd.	252-917-9808	
H/lym by	721 Frank Rd	7865212	4/24/22
Louise Fenn	121 Fink Rd	7865212	4/24/22
Kenny wingard	212 Calico Lane	803-801-1372	
Robin Burgenovius	2319 Speg Mill Rd	803-623-6859	Robingutegenius@hotmail.com



Richland County Council  
**MINUTES**  
BUDGET PUBLIC HEARING  
May 19, 2022 – 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Paul Livingston, Joe Walker, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Tamar Black, Anette Kirylo, Justin Landy, Angela Weathersby, Kyle Holsclaw, Randy Pruitt, Leonardo Brown, Lori Thomas, Sandra Haynes, Bill Davis, John Thompson, Dale Welch, Stacey Hamm, Michael Byrd,

1. **CALL TO ORDER** – Mr. O. Walker called the meeting to order at approximately 6:00 PM.
2. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Mr. Pugh, to adopt the agenda as published.

Mr. Malinowski moved, seconded by Ms. Newton, to take up Item 4(a) “9019 Garners Ferry Road First Amendment to Lease – Richland County Public Library” on May 24, 2022 at 7:00 PM.

Ms. Newton inquired if we could amend the time to immediately following the Administration and Finance Committee.

Mr. Patrick Wright, County Attorney, responded because it is a Special Called Meeting a specific time must be provided.

Mr. Malinowski amended his motion to hold the meeting at 6:45 PM.

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

Opposed: English

The vote was in favor.

3. **PUBLIC HEARING**
  - a. **An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2023) for Richland County, South Carolina for Fiscal Year beginning July 1, 2022 and ending June 30, 2023. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2022 and ending June 30, 2023**
  - b. **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, 2022 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2022 through June 30, 2023**

Ms. Mackey moved, seconded by Mr. Malinowski, to open the public hearing on Items 3(a) and (b) simultaneously.

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

The vote in favor was unanimous.

1. Sutton Shaw – Big Red Barn, 2115 Muller Road, Blythewood, SC 29016
2. Della Watkins – Columbia Museum of Art, 1515 Main Street, Columbia, SC 29201
3. Andrew Boozer – Senior Resources, 2817 Millwood Avenue, Columbia, SC 29205
4. Monica Haddock – Transitions, 2025 Main Street, Columbia, SC 29201
5. Julie Ann Avin – MIRCI, 1408 Gregg Street, Columbia, SC 29201
6. Chris Heintze – Clemson Cooperative Extension, 900 Clemson Road, Columbia, 29229
7. Stephanie Benjamin – Lourie Center, 1650 Park Circle, Columbia, SC 29201
8. Marti Colluchi and Terri Towle, Leeza’s Care Connection, 201 St. Andrews Road, Columbia, SC 29210
9. James T. McLawhorn – Columbia Urban League, 1400 Barnwell Street, Columbia, SC 29201
10. Robert Lentz – Midlands Technical College, 1501 Shady Lane, Columbia, SC 29206
11. Christian Stormer – Midlands Technical College, 1621 Wood Lake Drive, Columbia, SC 29206
12. Perla Rocha – Midlands Technical College, 8565 Old Percival Road, Lot 104, Columbia, SC 29223
13. Mark Drews – EdVenture, 824 Beltline Boulevard, Columbia, SC 29205
14. Victoria Barden – Midlands Technical College, 6456 Satchel Ford Road, Columbia, SC 29206
15. Melanie Huggins – Richland Library, 1431 Assembly Street, Columbia, SC 29201
16. Gwendolyn Singletary – Wiley Kennedy Foundation, 1029 Eastman Street, Columbia, SC 29203
17. Carmen Julious – PALS, Inc., 9 Brookmist, Columbia, SC 29229
18. Kim Crafton -- Historic Columbia, 6116 Crabtree Road, Columbia, SC 29206
19. Stanley McIntosh – Greenview Swim Team, 3213 Berkeley Forest Drive, Columbia, SC 29209
20. Joseph Williams – Greenview Swim Team
21. Issa Seabrooks – Greenview Swim Team
22. Elizabeth Eleazer – Greenview Swim Team
23. Henri Baskins – Columbia Chamber Military Affairs
24. Regina Williams – St. John Development Corporation, 3404 West Beltline Boulevard, Columbia, SC 29203
25. Larry Salley – Community Relations Council, 930 Richland Street, Columbia, SC 29201
26. Rebecca Lorick – Pathways to Healing, 3830 Forest Drive, Columbia, SC 29201
27. Jamie Cooper – Communities in Schools, 500 Gracern Road, Columbia, SC 29210
28. Hardy Childress – Historic Columbia, 517 Knollwood Drive, Columbia, SC 29209
29. Catherine Davis – Atlas Road Community Park, , 2401 Harlem Street, Columbia, SC 29209
30. Nadia Rutherford – Coroner’s Office, 6300 Shakespeare Road, Columbia, SC 29223

4. **ITEMS FOR ACTION**

- a. **9019 Garners Ferry Road First Amendment to Lease – Richland County Public Library** – This item was deferred to May 24<sup>th</sup>.

5. **ADJOURNMENT** – Ms. Barron moved, seconded by Ms. Terracio, to adjourn.

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



The vote in favor was unanimous.

The meeting adjourned at approximately 7:20 PM.



Richland County Council  
REGULAR SESSION  
**MINUTES**  
May 24 2022 – 6:45 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

---

COUNCIL MEMBERS PRESENT: Overture Walker, Chair, Jessica Mackey, Vice-Chair, Bill Malinowski, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker, Gretchen Barron, Cheryl English and Chakisse Newton

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:45PM.
2. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Ms. Mackey, to adopt the agenda as published.
3. **ITEMS FOR ACTION**
  - a. **9019 Garners Ferry Road First Amendment to Lease – Richland County Public Library** – Ms. Barron moved, seconded by Ms. English, to approve the 9019 Garner Gerry Road First Amendment to Lease.

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

The vote in favor was unanimous,

Ms. Newton moved, seconded by Ms. Barron, to reconsider the item.

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

The motion for reconsideration failed.

4. **AJOURNMENT** - Ms. Barron moved, seconded by Ms. Terracio, to adjourn.

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

The vote in favor was unanimous.

The meeting adjourned at 6:47 PM



## Report of the County Administrator

Regular Session Meeting – June 07, 2022

---

### CORONAVIRUS UPDATE:

#### 1. COVID 19 Statistical Data for Current Reporting Period

**In Richland County, South Carolina, community level is Medium.**

- If you are [at high risk for severe illness](#), talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms

People may choose to mask at any time. People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask.

59.1% of Richland County residents eligible to be vaccinated have completed their vaccination

233,462/395,187

Ranks 7 of 46 Counties in South Carolina with a Completed Vaccination Rate per 100k of **55,712**

54.9% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,704,136/4,926,744

### OTHER UPDATES:

#### South Carolina City and County Management Association (SCCMA)

Attending Summer Conference in Hilton Head scheduled June 16<sup>th</sup> -19<sup>th</sup>.

#### Richland County Public Safety Complex

Staff will be requesting a work session to discuss updates on the progress of the project, to include the negative effect current economic conditions of inflation, supply shortages, cost of fuel, etc. are having on project costs.

#### Fiscal Year (FY) 2022 Formula Grant Allocation from HUD

We recently received formula allocations from the U.S. Department of Housing and Urban Development in the program areas of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME). The allocations were slightly higher this year at \$1,693,966 for (CDBG) and \$868,030 for (HOME). Staff will be requesting a work session to discuss these programs and related grant funding.

### **How to Disburse Grant Funding Support**

This topic will require a work session and updated Council action in order for staff to make sure that it is accurately carrying out the will of Council. The briefing memo attached is one example why staff will be requesting action by Council.

### **Planning Commission**

Staff has asked the Commission to provide a calendar of meetings, work sessions, etc. that can be published to allow interested parties an opportunity to plan to attend in person or to watch online.

### **Riverbanks Zoo**

After reviewing the proposed timeline provided by the Zoo, and the upcoming County Council's scheduled meetings, I forwarded the following potential calendar of events to Mr. Stringfellow:

#### **Update on Richland County Consideration Timeline:**

June 7<sup>th</sup> – Council motion to send item to Administration and Finance Committee

June 28<sup>th</sup> – Administration and Finance Committee considers Zoo Financing Request

July 12<sup>th</sup> – Potential 1<sup>st</sup> Reading

July 19<sup>th</sup> – Potential 2<sup>nd</sup> Reading

July 26<sup>th</sup> – Possible Public Hearing\*

August 30<sup>th</sup> – Potential 3<sup>rd</sup> Reading

\*Council will likely need a Special Called Meeting to meet the 15 Day Public Notice Requirement. There are no other scheduled meeting between July 26<sup>th</sup> and August 30<sup>th</sup>.

#### **ATTACHMENTS:**

1. Fiscal Year 2022 Allocations Letter
2. CV-19 Small Business Relief Loan Program





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT

May 13, 2022

The Honorable Overture Walker  
Chair, County Council of Richland County  
2020 Hampton Street  
Suite 4058  
Columbia, SC 29201

Dear Chair, County Council Walker:

I am pleased to inform you of your jurisdiction’s Fiscal Year (FY) 2022 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations. Public Law 117-269 includes FY 2022 funding for these programs. Your jurisdiction’s FY 2022 available amounts are as follows:

Community Development Block Grant (CDBG)	\$1,693,966
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$868,030
Housing Trust Fund (HTF)	\$0
Housing Opportunities for Persons With AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$0

Individuals and families across the country are struggling to recover from four converging crises impacting housing stability: the COVID-19 pandemic, economic hardships, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction’s CDBG allocation for this year and outstanding Section 108 balances as of May 13, 2022, you also have \$8,469,830 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction’s existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource regarding the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read "Jemine A. Bryon". The signature is fluid and cursive, with a large initial "J" and "B".

Jemine A. Bryon  
Acting General Deputy Assistant Secretary  
for Community Planning and Development



## Memorandum

**To:** Honorable Chair, Vice Chair, and Members of the Council  
**From:** Aric Jensen, AICP; Assistant County Administrator  
Sara Scheirer; Manager of Community Development  
**CC:** Leonardo Brown; County Administrator  
Lori Thomas; Assistant County Administrator  
**Date:** May 24, 2022  
**Subject:** CV-19 Small Business Relief Loan Program

### Summary

In response to an inquiry, the following update is provided for the benefit of the Council. In December 2021, Richland County created the CV-19 Small Business Relief Loan Program with \$300,000 of Coronavirus Aid Relief Economic Security (CARES) Act funding to address economic hardships experienced by businesses resulting from the CV-19 pandemic. Due to the high technical level of processing business financials and reimbursable expenses, as well as the requirement to verify that there is no duplication of benefits from other federal pandemic relief funding sources, the approval process has taken longer than anticipated. In addition, the County has received applications from both unincorporated and City of Columbia businesses, and there are not sufficient funds to satisfy all requests. Staff proposes to increase funding for this program, as detailed in the body of this memo.

### Background and Analysis

The Department of Housing and Urban Development (HUD) allocated grants to states and participating jurisdictions through its Formula CARES Act Allocation process, and as an entitlement community, Richland County received two allocations totaling \$2,197,908 directly from HUD. City of Columbia is also an entitlement community, and received direct allocations from HUD. No other jurisdictions in Richland County are entitlement communities. As a general rule, entitlement funds must be spent within the entitlement jurisdiction.

The Richland County Office of Small Business Opportunity (OSBO) and the Community Development Division (CD) jointly created and administer the CV-19 Small Business Relief Loan Program, which offers forgivable loans to businesses that are at-risk of closing or laying off employees a result of the economic downturn resulting from the Covid-19 public health emergency. Applicants can request a maximum of \$15,000 in assistance, and during the application period, Richland County received 103 completed applications. As a result, the total amount requested exceeded the \$300,000 allocated for the program.

In addition, the review and approval process has been slower than anticipated due to the technical sophistication required to analyze business financials and reimbursable expenses, as well as the requirement to verify that there is no duplication of benefits from other federal pandemic relief funding

sources. While it is possible to allocate additional funding resources, at this time there are no additional staffing resources available.

### **Proposal**

Richland County Community Development recommends reallocating funds that were initially allocated to reimburse other expenditures, but were ultimately not utilized. Preliminary analysis indicates that there are sufficient unutilized funds to satisfy all eligible businesses that applied for the funding; however, a HUD substantial amendment process to reallocate funds and the County's Committee-Council approval process (running concurrently) will take approximately 45 days to complete. In the meantime, Richland County Community Development would continue to process applications with the amount currently available, with a priority for businesses in the Unincorporated County. Once HUD has approved the reallocation, and once the program has gone through the County's committee and council approval process, applications from qualifying businesses in the City of Columbia will be approved. For a business outside of the Unincorporated County to be deemed eligible, it must have qualifying employees or activities within the Unincorporated County entitlement area.





## Richland County Council Request for Action

**Subject:**

Traffic Calming - Speed Hump Installation

**Notes:**

May 24, 2022 – The D&S Committee recommended Council approve the installation of two speed humps as traffic calming measure on Atlantic Drive (District 4) in the absence of a completed petition.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 3, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 18, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 4, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 4, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Traffic Calming - Approval for Speed Hump Installation		

**RECOMMENDED/REQUESTED ACTION:**

The Department of Public Works Engineering Staff recommend approval by County Council of the installation of two speed humps as a traffic calming measure on Atlantic Drive (District 4) in the absence of a completed petition.

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 cost for material is estimated at \$1,000 per speed hump. Funding is budgeted and available under in the Roads & Drainage Maintenance Division Budget (1216302000.523500).

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

None.

**REGULATORY COMPLIANCE:**

South Carolina Department of Transportation (SCDOT)-maintained roads must meet criteria as described in their 2019 Traffic Calming Guidelines and have an approved encroachment permit before installation.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

## STRATEGIC & GENERATIVE DISCUSSION:

The South Carolina Department of Transportation (SCDOT)'s guidelines for Traffic Calming state that local governments are responsible for determining eligibility, installation, and maintenance of traffic calming measures on SCDOT-owned residential roads. As a result, the residents of unincorporated Richland County rely on the Department of Public Works (DPW) Staff for assistance with safety issues caused by excessive speeding. County citizens residing on SCDOT maintained roads pay the County's Road Maintenance Fee just as citizens living on County Maintained roads. Therefore, where there are documented issues of regular and excessive speeding, and all other qualifications are met, any community in the unincorporated area of Richland County should be eligible to request assistance through traffic calming measures, regardless of road ownership.

Safety on residential roadways is one of the areas DPW Staff partners with the Richland County Sheriff's Department and SCDOT in an effort to make all communities safer for our citizens. DPW creates a Comprehensive Transportation Improvement Plan (CTIP) annually in which we anticipate the number of speed humps to be installed that fiscal year. From this plan, a yearly budget for material cost is generated. Fifteen speed humps were anticipated to be installed this fiscal year with a budget of \$15,000. Currently, the department has installed three leaving \$12,000 remaining in the budget allotted for speed humps. Material cost to install one speed hump is under \$1,000. We propose the installation of two speed humps along Atlantic Drive (Please see the map contained in the attachment for specific locations).

These requested traffic calming devices are supported by the Neighborhood Association. Due to the high number of rental properties within this community, the Neighborhood Association has been unable to demonstrate the needed 75% concurrence in the form of petition signatures normally required by SCDOT. Renters and Landlords (absent from the area) have not participated in petition. We think the lack of response is due to the shorter term commitment of the renters and that the owners are absentee. The residents who do own property and reside in this community are invested in making their community safer. Speeding on Atlantic Drive has been documented by the Sheriff's Department, DPW, and local media. When speeding is documented and community support cannot be demonstrated with a petition signed by 75% of the occupied households, SCDOT does allow for approval from County Council to supersede this requirement (please see below).

Coordination with Richland County Emergency Service, Richland County Sheriff's Department, and SCDOT was conducted. All groups confirmed that the installation of speed humps along Atlantic Drive would not adversely affect their operations or public service responsibilities.

Please see the following from the South Carolina Department of Transportation Traffic Calming Guidelines 2019:

***"Traffic Calming Project Process-***

*Requests received by SCDOT for traffic calming measures will be referred to the local government to determine eligibility. The local government should proceed with the necessary information gathering to determine project eligibility, planning, and feasibility.*

*Once completed, the project should be submitted to SCDOT for final review, along with a petition indicating concurrence and signed by at least 75% of the total occupied households within the*

*petition area or approval of the city or county council (Please note the word "or" in the preceding sentence which permits County Council approval in the event that the petition requirement cannot be achieved).*

**Maintenance-**

*SCDOT will maintain approved traffic control devices, such as signs, signals, and pavement markings, as outlined in the 'Manual on Uniform Traffic Control Devices.' The local government, or designated agent, will maintain traffic calming measures and any landscaping, special signing, or pavement markings associated with these measures.*

**Funding-**

*SCDOT does not have a designated funding source for traffic calming programs or projects at this time. The local government will be responsible for obtaining the funding for the traffic calming projects."*

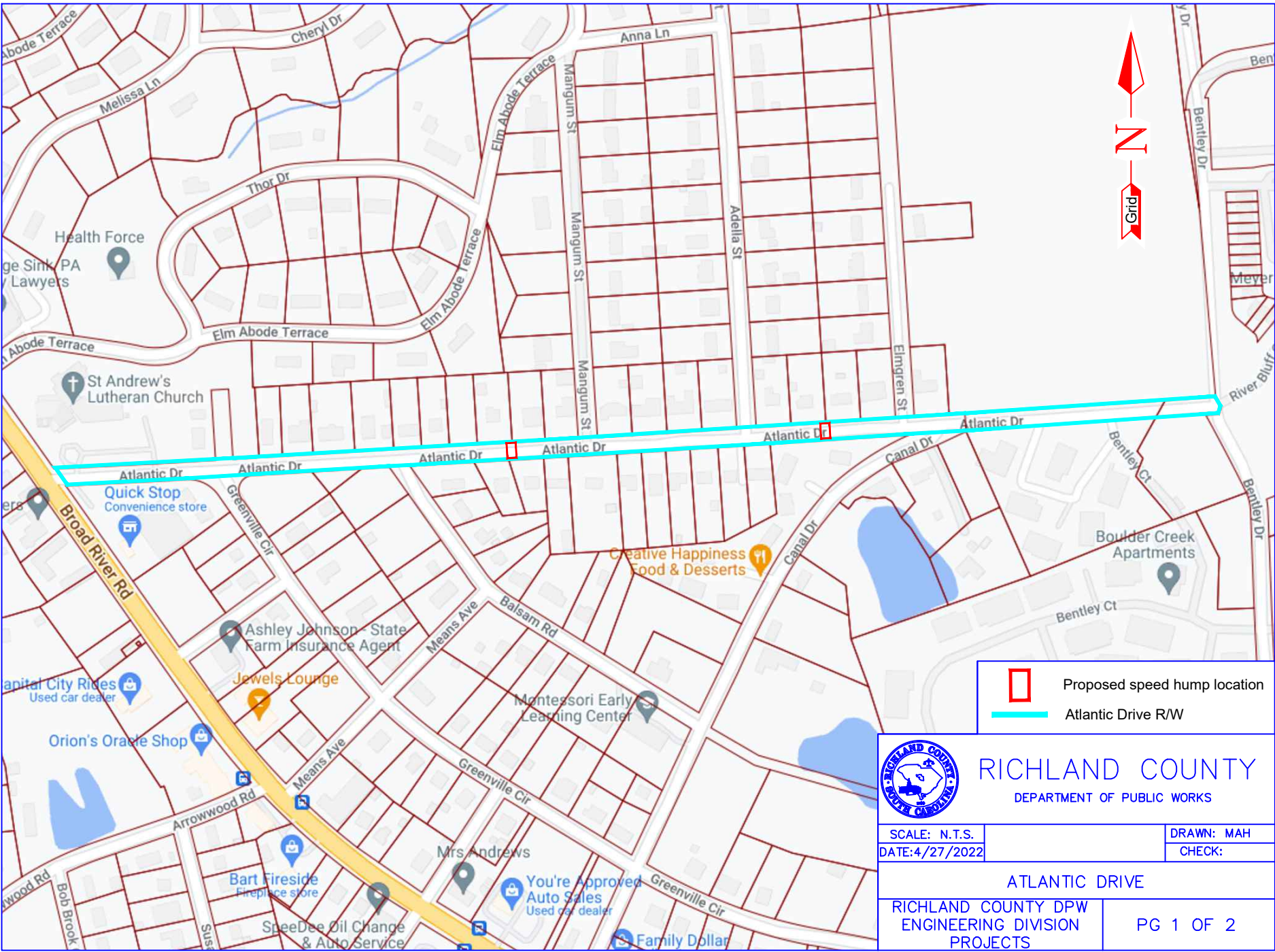
**ADDITIONAL COMMENTS FOR CONSIDERATION:**



Click or tap here to enter text.

**ATTACHMENTS:**

1. Area Map showing proposed location of speed humps





 Proposed speed hump location  
 Atlantic Drive R/W



**RICHLAND COUNTY**  
DEPARTMENT OF PUBLIC WORKS

SCALE: N.T.S.  
DATE: 4/27/2022

DRAWN: MAH  
CHECK:

ATLANTIC DRIVE	
RICHLAND COUNTY DPW ENGINEERING DIVISION PROJECTS	PG 1 OF 2

## Richland County Council Request for Action

**Subject:**

Purchase of EMS Medical Equipment & Supplies for FY22-23

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve the award of purchase orders for supplies and services needed for the uninterrupted operations of the Emergency Medical Services (EMS) Division beginning July 1, 2022. Funds are included in the Administrator’s proposed budget.



**Agenda Briefing**

<b>Prepared by:</b>	Michael A. Byrd	<b>Title:</b>	Director
<b>Department:</b>	Emergency Services	<b>Division:</b>	EMS
<b>Date Prepared:</b>	May 3, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 17, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 4, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 4, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Purchase of EMS Medical Equipment and Supplies for Budget Year 2022 - 23		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval to award purchase orders for supplies and services needed for the uninterrupted operations of the Emergency Medical Services (EMS) Division beginning July 1, 2022. Funds are included in the Administrator's proposed budget.

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 included in the 2022 / 2023 budget - Account 5249. No additional funds are needed.

**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.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

The Emergency Services Department requests approval to award purchase orders to provide continuous EMS equipment and supplies beginning on July 1, 2022. The vendors are: Boundtree Medical, Henry Schein, Life Assist, Medline Medical, and Nashville Medical. The amount of each purchase order exceeds \$100,000: therefore Council’s approval is necessary.

EMS uses vendors to supply mission critical products and services used by first responders to save lives during emergency response operations. A disruption in the supply chain will impact the scope of practice of responders and cause issues in the administration of best-practice protocols. Supplies and services not available on state contract are bid out for the best pricing. EMS uses hundreds of different medical items that are secured through competitive bidding. The best individual price per item was selected from each of the vendors submitting a bid. Five vendors submitted the lowest prices on individual items and will be awarded bids exceeding \$100,000.

Because we do not know exactly how many of an individual item will be needed, the amount of individual items for the year is an estimate. The exact amount of yearly supplies purchased will be determined by call volume, type of call, and circumstance. The exact amounts for each vendor may increase or decrease. For example, the pandemic required more Personal Protective Equipment (PPE) supplies than we purchased the previous year. Many medical supplies have a short shelf life and are not ordered until in-house inventories reach predetermined levels. However, other items such as PPE have to be ordered well in advance because of availability. Not having purchase orders in place could jeopardize inventories of critical supplies after the start of the new budget year. Purchasing supplies "as-needed" or "just-in-time" may create higher costs and inventory shortages if supplies are not immediately available. This action supports Strategic Plan Goal 3 - Fiscal Responsibility (3.3); Goal 4 - Community Enhancement (4.2); Goal 7 - Operational Excellence (7.3, 7.7).

Once approved, no other action is required from Council. Upon approval, Procurement will issue the purchase orders after July 1, 2022 when the funds are available. Having these approved prior to the beginning of the budget year will expedite the purchasing process and reduce the potential for delays due to supply chain issues.

The vendors exceeding \$100,000 during the year are:

<b>VENDOR</b>	<b>TYPE</b>	<b>ESTIMATED AMOUNT</b>
Boundtree Medical	Medical Equipment and Supplies	\$ 113,181.30
Henry Schein	Medical Equipment and Supplies	\$ 195,999.87
Life Assist	Medical Equipment and Supplies	\$ 147,487.50
Medline Medical	Medical Equipment and Supplies	\$ 88,962.63
Nashville Medical	Medical Equipment and Supplies	\$ 256,493.75



**ADDITIONAL COMMENTS FOR CONSIDERATION:**

N/A

**ATTACHMENTS:**

1. List of equipment and supply items is attached.

Estimated award totals: \$113,181.30 \$195,999.87 \$147,487.50 \$88,962.63 \$256,493.75 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Table with columns: Item # Item, Pack, Bountree, Henry Schein, Life Assist, Medline, Nashville, Buyers Point, Mini Wing, Quadmed, Uwepport, Vessel, Vendor 11, Vendor 12. Includes sections for 'No Substitutions Permitted' and 'Substitutions Permitted'.

2-47	Biohazard bags	Each	\$0.68	\$0.13	\$0.15	\$0.06	\$0.39	No bid	\$0.25	\$0.21	No bid	\$0.17		
2-48	Large sharps container	Each	\$3.29	\$3.17	\$3.90	\$4.91	\$3.39	No bid	\$5.65	\$3.33	No bid	\$3.19		
2-49	Small sharps (Post)	Each	\$1.45	\$5.48	\$2.00	\$6.74	\$2.89	No bid	\$8.95	\$1.47	No bid	\$6.79		
2-50	Small sharps (Medtronic)	Each	\$1.45	\$3.56	\$3.99	\$8.86	\$2.79	No bid	No bid	\$3.82	No bid	\$1.49		
2-51	Glove, gown, mask pack	Each	\$6.49	No bid	No bid	No bid	\$2.55	No bid	\$5.00	\$5.77	No bid	\$5.49		
2-52	Lancets	Boxes	\$6.95	\$10.35	\$19.50	No bid	\$9.90	No bid	No bid	\$7.65	No bid	DQ		
2-53	Sterile gloves	Each	DQ	No bid	DQ	No bid	No bid	DQ	No bid	DQ	No bid	DQ		
2-54	Alcohol preps	Each	\$0.01	\$0.01	\$0.01	\$0.02	\$0.01	\$0.02	\$2.30	\$0.01	No bid	\$0.01		
2-55	18ga Fill needle	Boxes	\$9.65	\$2.80	\$4.80	\$30.64	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-56	20ga Fill needle	Boxes	\$9.65	\$1.40	\$4.80	\$70.28	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-57	25ga Fill needle	Boxes	\$9.65	\$3.10	\$14.50	\$27.75	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-58	1cc syringe	Each	\$0.24	\$0.10	\$0.08	\$17.40	\$0.11	No bid	No bid	\$0.09	No bid	\$0.09		
2-59	3cc syringe	Each	\$0.15	\$0.08	DQ	No bid	\$0.08	No bid	No bid	\$0.31	No bid	DQ		
2-60	6cc syringe	Each	\$0.33	\$0.26	\$0.14	DQ	\$0.13	No bid	No bid	\$0.26	No bid	\$0.32		
2-61	10/12cc syringe	Each	No bid	\$0.15	\$0.18	No bid	\$0.13	No bid	No bid	DQ	No bid	\$0.15		
2-62	20cc syringe	Each	\$0.58	\$0.16	\$0.23	\$0.59	\$0.22	No bid	No bid	\$0.21	No bid	\$0.22		
2-63	30/35cc syringe	Each	\$0.69	\$0.27	\$0.35	\$0.44	\$0.25	No bid	No bid	\$0.30	No bid	\$0.37		
2-64	60cc syringe	Each	\$0.79	\$0.43	\$0.55	\$0.59	\$0.47	No bid	No bid	\$0.52	No bid	\$0.49		
2-65	IV tourniquet	Each	\$0.08	\$0.08	\$0.11	\$0.11	\$0.09	No bid	No bid	\$0.10	No bid	\$0.87		
2-66	Emesis bags	Each	\$0.35	\$0.21	\$0.44	\$0.64	\$0.25	No bid	\$0.80	\$0.46	No bid	\$0.62		
2-67	Adult BP cuff	Each	\$6.00	\$5.16	\$8.00	\$8.76	\$5.49	No bid	No bid	\$7.74	No bid	\$13.19		
2-68	Pedi BP cuff	Each	\$6.00	\$5.12	\$8.00	\$6.77	\$5.49	No bid	No bid	\$8.06	No bid	\$15.06		
2-69	Inf BP cuff	Each	\$6.00	\$5.12	\$8.00	\$6.55	\$5.49	No bid	No bid	\$8.06	No bid	\$14.79		
2-70	Thigh cuff	Each	\$6.70	\$6.00	\$8.50	\$14.65	\$6.29	No bid	No bid	\$8.63	No bid	\$24.88		
2-71	Cyatlume sticks	Each	DQ	\$1.68	\$1.80	No bid	No bid	No bid	No bid	\$1.98	No bid	No bid		
2-72	Emesis basins	Each	\$0.10	\$0.14	\$0.25	\$0.09	No bid	No bid	No bid	\$0.14	No bid	\$0.22		
2-73	Ice packs	Each	\$0.30	\$0.89	\$0.75	\$0.72	\$0.45	No bid	\$0.87	\$0.52	No bid	\$0.53		
2-74	Trauma shears	Each	\$0.72	\$0.62	\$0.80	\$1.91	\$0.69	No bid	No bid	\$0.74	No bid	\$12.88		
2-75	Urinal	Each	\$0.48	\$0.45	\$0.80	\$0.39	\$0.69	No bid	No bid	\$1.28	No bid	\$0.45		
2-76	Nail polish remover	Each	\$0.04	\$0.04	\$0.03	\$0.84	\$0.02	No bid	\$4.79	\$0.02	No bid	\$0.04		
2-77	Limb restraints	Each	\$3.86	\$3.13	\$3.75	\$3.45	\$2.69	No bid	No bid	\$3.83	No bid	\$5.49		
2-78	OB kits	Each	\$4.46	\$5.25	\$4.80	\$10.53	\$4.19	No bid	No bid	\$5.24	No bid	\$9.79		
2-79	12" Disposable splint	Each	\$0.79	\$0.57	\$1.00	No bid	No bid	No bid	No bid	\$1.04	No bid	No bid		
2-80	18" Disposable splint	Each	\$1.52	\$0.71	\$1.60	No bid	No bid	No bid	No bid	\$1.31	No bid	No bid		
2-81	24" Disposable splint	Each	\$1.48	\$1.26	\$1.75	No bid	No bid	No bid	No bid	\$1.58	No bid	No bid		
2-82	36" Disposable splint	Each	\$3.26	\$1.70	\$3.60	No bid	No bid	No bid	No bid	\$2.13	No bid	No bid		
2-83	KED	Each	\$51.34	\$63.69	\$63.00	No bid	\$47.69	No bid	No bid	\$58.75	No bid	No bid		
2-84	Traction splint	Each	\$136.20	\$112.54	DQ	No bid	\$89.00	No bid	No bid	\$324.99	No bid	DQ		
2-85	Reeves sleeve (or equiv.)	Each	\$569.80	\$734.48	\$720.00	No bid	No bid	No bid	No bid	\$707.32	No bid	\$849.00		
2-86	Reeves stretcher	Each	\$265.43	\$300.55	\$322.50	No bid	No bid	No bid	No bid	\$317.07	No bid	\$399.99		
2-87	5' Nylon strap	Each	\$7.35	\$6.55	\$7.75	No bid	\$4.95	No bid	No bid	\$8.24	No bid	No bid		
2-88	Surgical masks	Each	\$0.11	\$0.14	\$0.09	\$0.12	\$0.05	\$0.09	\$0.05	\$0.11	No bid	\$0.14		
2-89	Pediatric surgical masks	Each	DQ	No bid	DQ	No bid	No bid	DQ	DQ	DQ	No bid	DQ		

**Medications**

3-1	Fentanyl	Each	\$1.27	\$2.11	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-2	Versed	Each	DQ	\$1.53	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$2.61		
3-3	Adenocard	Each	\$2.49	\$2.25	\$4.75	\$4.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-4	Duoneb	Each	\$0.37	\$0.24	\$0.35	\$0.28	No bid	No bid	No bid	No bid	No bid	No bid		
3-5	Albuterol	Each	\$0.13	\$0.14	\$0.17	\$0.33	No bid	No bid	No bid	No bid	No bid	\$9.27		
3-6	Atropine	Each	\$12.27	\$8.79	\$11.25	\$11.41	No bid	No bid	No bid	No bid	No bid	\$15.97		
3-7	Baby aspirin	Each	\$0.84	\$0.88	\$1.00	\$1.40	\$1.19	No bid	No bid	\$1.22	No bid	\$3.19		
3-8	Benadryl	Each	\$1.19	\$1.12	\$1.25	\$1.23	No bid	No bid	No bid	No bid	No bid	No bid		
3-9	Calcium gluconate	Each	\$11.95	\$13.79	\$12.00	\$13.81	No bid	No bid	No bid	No bid	No bid	No bid		
3-10	Caeftriaxone	Each	\$3.50	\$3.90	\$10.20	\$3.19	No bid	No bid	No bid	No bid	No bid	\$3.46		
3-11	Dextrose (D10)	Each	\$2.68	\$3.03	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$3.59		
3-12	Epi 1:10,000	Each	\$7.18	\$11.67	\$9.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-13	Epi 1:1,000	Each	\$18.70	\$19.94	\$15.50	DQ	No bid	No bid	No bid	No bid	No bid	No bid		
3-14	Glucagon	Each	\$179.00	\$223.90	\$175.99	DQ	No bid	No bid	No bid	No bid	No bid	\$232.52		
3-15	Lasix	Each	\$1.48	\$1.80	\$3.24	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-16	Levophed	Each	\$24.94	\$8.37	\$8.50	\$12.51	No bid	No bid	No bid	No bid	No bid	\$31.14		
3-17	Lidocaine 100mg	Each	\$4.66	\$4.96	\$3.67	\$3.95	No bid	No bid	No bid	No bid	No bid	No bid		
3-18	Lidocaine 2gm	Each	\$6.44	\$7.79	\$6.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-19	Magnesium sulfate	Each	No bid	No bid	DQ	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-20	Narcan (Inj.)	Each	\$19.73	\$6.57	DQ	\$6.83	No bid	No bid	No bid	No bid	No bid	\$27.68		
3-21	Narcan (Nasal)	2 pack	\$92.25	\$125.90	\$85.00	\$85.26	No bid	No bid	No bid	No bid	No bid	\$284.27		
3-22	Nitro paste	Each	\$2.78	\$2.93	\$2.60	\$2.33	No bid	No bid	No bid	No bid	No bid	No bid		
3-23	Nitro tab	Each	\$8.73	\$4.00	\$17.85	\$39.75	No bid	No bid	No bid	No bid	No bid	No bid		
3-24	Racemic epi	Each	\$2.70	\$1.13	\$1.35	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-25	Sodium bicarb (syringe)	Each	\$13.88	\$16.39	\$7.50	\$1.32	No bid	No bid	No bid	No bid	No bid	No bid		
3-26	Sodium bicarb (vial)	Each	\$13.88	\$12.10	\$7.50	\$11.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-27	Solumedrol	Each	\$10.17	\$10.59	\$9.25	No bid	No bid	No bid	No bid	No bid	No bid	DQ		
3-28	Toradol	Each	\$1.11	\$1.21	\$1.54	\$0.91	No bid	No bid	No bid	No bid	No bid	\$1.75		
3-29	Zofran	Each	\$0.35	\$0.39	\$0.52	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-30	1000cc saline (Inj.)	Each	\$2.84	\$3.35	\$3.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-31	250cc saline (Inj.)	Each	\$2.65	\$3.21	\$2.90	No bid	No bid	No bid	No bid	No bid	No bid	No bid		





2-27	Suction tubing	Cases	\$77.00	\$45.45	\$37.50	\$28.96	\$32.69	No bid	No bid	\$52.00	No bid	\$87.49		
2-39	5"x9" Pads	Each	\$0.10	\$0.10	\$0.14	\$0.08	\$0.09	\$0.80	\$0.30	DQ	No bid	\$0.17		
2-47	Biohazard bags	Each	\$0.68	\$0.13	\$0.15	\$0.06	\$0.39	No bid	\$0.25	\$0.21	No bid	\$0.17		
2-72	Emesis basins	Each	\$0.10	\$0.14	\$0.25	\$0.09	No bid	No bid	No bid	\$0.14	No bid	\$0.22		
2-75	Urinal	Each	\$0.48	\$0.45	\$0.80	\$0.39	\$0.69	No bid	No bid	\$1.28	No bid	\$0.45		
2-35	Pulse oximeter	Each	\$152.65	\$15.45	\$36.25	\$25.62	\$16.79	No bid	\$10.00	\$18.99	No bid	\$34.59		
2-6	AMBU Rescue key	Each	\$4.16	No bid	\$4.50	No bid	\$2.39	No bid	No bid	\$4.15	No bid	No bid		
2-7	Adult BVM	Each	\$9.22	\$12.78	No bid	\$11.39	\$8.49	No bid	No bid	\$8.87	No bid	No bid		
2-8	Pedi BVM	Each	\$14.75	\$15.00	No bid	\$9.23	\$8.49	No bid	No bid	DQ	No bid	No bid		
2-9	Inf BVM	Each	\$11.00	\$15.00	No bid	\$17.03	\$8.49	No bid	No bid	\$15.49	No bid	No bid		
2-11	ET Tube 5.5-8	Each	\$0.67	\$0.80	\$0.86	\$1.18	\$0.63	No bid	No bid	\$0.77	No bid	\$1.39		
2-12	Adult stylette	Each	\$0.91	\$2.15	\$1.80	\$1.33	\$0.65	No bid	No bid	\$3.02	No bid	No bid		
2-13	Pedi stylette	Each	\$0.91	\$2.15	\$2.75	\$1.13	\$0.65	No bid	No bid	\$3.02	No bid	No bid		
2-14	Bougie	Each	\$6.71	\$4.02	\$7.10	\$5.59	\$2.79	No bid	No bid	\$5.77	No bid	\$5.79		
2-15	Laryngoscope bulbs	Each	\$2.10	\$1.72	\$2.35	No bid	\$0.95	No bid	No bid	\$1.59	No bid	No bid		
2-16	KY gel packets	Boxes	\$6.79	\$5.95	\$6.45	\$7.42	\$5.89	No bid	No bid	DQ	No bid	DQ		
2-19	Adult NRB	Cases	\$42.51	\$47.50	\$38.75	\$41.00	\$33.39	No bid	No bid	\$43.50	No bid	\$65.95		
2-20	Pedi NRB	Cases	\$42.50	\$74.50	\$63.25	\$53.85	\$33.39	No bid	No bid	\$57.32	No bid	\$63.49		
2-21	O2 tubing	Cases	\$18.50	\$19.00	\$18.75	\$16.00	\$12.89	No bid	No bid	\$17.43	No bid	\$59.88		
2-22	NPAs (14fr-34fr)	Boxes	\$14.50	\$18.74	\$17.75	\$27.06	\$13.90	No bid	No bid	\$18.45	No bid	\$20.99		
2-24	O2 wrench	Each	\$0.75	\$0.40	\$0.82	\$0.52	\$0.39	No bid	No bid	\$0.48	No bid	No bid		
2-28	Yankauer	Cases	\$26.50	\$22.50	\$27.25	\$20.92	\$17.89	No bid	No bid	\$27.00	No bid	\$24.99		
2-29	Magill forceps	Each	\$3.70	\$4.45	\$4.30	\$15.41	\$2.99	No bid	No bid	\$3.70	No bid	\$7.49		
2-31	Meconium aspirators	Each	\$4.48	\$5.69	\$4.35	\$5.60	\$2.89	No bid	No bid	\$5.38	No bid	No bid		
2-32	Bite sticks	Each	\$0.42	\$0.30	\$0.33	\$0.87	\$0.29	No bid	No bid	\$0.46	No bid	\$0.49		
2-33	Barbed O2 adapter	Each	\$0.95	DQ	\$0.50	\$9.93	\$0.42	No bid	No bid	\$5.06	No bid	No bid		
2-34	Bulb syringe	Each	\$0.64	\$0.84	\$0.90	\$1.35	\$0.45	No bid	No bid	\$1.03	No bid	\$0.59		
2-36	Laryngoscope blades	Each	DQ	\$11.76	DQ	\$20.06	\$5.99	No bid	No bid	\$9.25	No bid	\$21.59		
2-37	2x2 gauze	Sleeves	\$0.93	\$0.90	\$1.20	\$0.98	\$0.89	No bid	\$2.25	\$1.41	No bid	DQ		
2-40	3" ACE wrap	Each	\$0.37	\$0.47	\$0.65	\$0.55	\$0.29	\$3.69	No bid	\$0.50	No bid	\$0.49		
2-41	4" ACE wrap	Each	\$0.46	\$0.58	\$0.80	\$1.50	\$0.39	\$3.46	No bid	\$0.70	No bid	\$0.59		
2-43	Burn sheets	Each	\$1.96	\$2.55	\$3.00	\$2.64	\$1.45	No bid	No bid	\$1.69	No bid	\$2.89		
2-44	Trauma dressing	Each	\$0.92	\$0.72	\$1.10	\$0.74	\$0.69	No bid	No bid	\$1.14	No bid	\$1.24		
2-45	Triangular bandage	Each	\$0.40	DQ	\$0.42	\$0.39	\$0.29	No bid	\$0.95	\$0.29	No bid	DQ		
2-46	Vaseline gauze	Each	\$0.74	No bid	\$0.95	\$0.68	\$0.44	No bid	No bid	\$0.55	No bid	\$0.69		
2-51	Glove, gown, mask pack	Each	\$6.49	No bid	No bid	No bid	\$2.55	No bid	\$5.00	\$5.77	No bid	\$5.49		
2-60	6cc syringe	Each	\$0.33	\$0.26	\$0.14	DQ	\$0.13	No bid	No bid	\$0.26	No bid	\$0.32		
2-61	10/12cc syringe	Each	No bid	\$0.15	\$0.18	No bid	\$0.13	No bid	No bid	DQ	No bid	\$0.15		
2-63	30/35cc syringe	Each	\$0.69	\$0.27	\$0.35	\$0.44	\$0.25	No bid	No bid	\$0.30	No bid	\$0.37		
2-76	Nail polish remover	Each	\$0.04	\$0.04	\$0.03	\$0.84	\$0.02	No bid	\$4.79	\$0.02	No bid	\$0.04		
2-77	Limb restraints	Each	\$3.86	\$3.13	\$3.75	\$3.45	\$2.69	No bid	No bid	\$3.83	No bid	\$5.49		
2-78	OB kits	Each	\$4.46	\$5.25	\$4.80	\$10.53	\$4.19	No bid	No bid	\$5.24	No bid	\$9.79		
2-83	KED	Each	\$51.34	\$63.69	\$63.00	No bid	\$47.69	No bid	No bid	\$58.75	No bid	No bid		
2-84	Traction splint	Each	\$136.20	\$112.54	DQ	No bid	\$89.00	No bid	No bid	\$324.99	No bid	DQ		
2-87	5" Nylon strap	Each	\$7.35	\$6.55	\$7.75	No bid	\$4.95	No bid	No bid	\$8.24	No bid	No bid		
2-88	Surgical masks	Each	\$0.11	\$0.14	\$0.09	\$0.12	\$0.05	\$0.09	\$0.05	\$0.11	No bid	\$0.14		

**Medications**

3-1	Fentanyl	Each	\$1.27	\$2.11	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-2	Versed	Each	DQ	\$1.53	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$2.61		
3-5	Albuterol	Each	\$0.13	\$0.14	\$0.17	\$0.33	No bid	No bid	No bid	No bid	No bid	\$9.27		
3-7	Baby aspirin	Each	\$0.84	\$0.88	\$1.00	\$1.40	\$1.19	No bid	No bid	\$1.22	No bid	\$3.19		
3-9	Calcium gluconate	Each	\$11.95	\$13.79	\$12.00	\$13.81	No bid	No bid	No bid	No bid	No bid	No bid		
3-12	Epi 1:10,000	Each	\$7.18	\$11.67	\$9.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-15	Lasix	Each	\$1.48	\$1.80	\$3.24	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-18	Lidocaine 2gm	Each	\$6.44	\$7.79	\$6.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-29	Zofran	Each	\$0.35	\$0.39	\$0.52	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-30	1000cc saline (Inj.)	Each	\$2.84	\$3.35	\$3.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-31	250cc saline (Inj.)	Each	\$2.65	\$3.21	\$2.90	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-3	Adenocard	Each	\$2.49	\$2.25	\$4.75	\$4.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-4	Duoneb	Each	\$0.37	\$0.24	\$0.35	\$0.28	No bid	No bid	No bid	No bid	No bid	No bid		
3-6	Atropine	Each	\$12.27	\$8.79	\$11.25	\$11.41	No bid	No bid	No bid	No bid	No bid	\$15.97		
3-8	Benadryl	Each	\$1.19	\$1.12	\$1.25	\$1.23	No bid	No bid	No bid	No bid	No bid	No bid		
3-16	Levophed	Each	\$24.94	\$8.37	\$8.50	\$12.51	No bid	No bid	No bid	No bid	No bid	\$31.14		
3-20	Narcan (Inj.)	Each	\$19.73	\$6.57	DQ	\$6.83	No bid	No bid	No bid	No bid	No bid	\$27.68		
3-23	Nitro tab	Each	\$8.73	\$4.00	\$17.85	\$39.75	No bid	No bid	No bid	No bid	No bid	No bid		
3-24	Racemic epi	Each	\$2.70	\$1.13	\$1.35	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-11	Dextrose (D10)	Each	\$2.68	\$3.03	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$3.59		
3-13	Epi 1:1,000	Each	\$18.70	\$19.94	\$15.50	DQ	No bid	No bid	No bid	No bid	No bid	No bid		
3-14	Glucagon	Each	\$179.00	\$223.90	\$175.99	DQ	No bid	No bid	No bid	No bid	No bid	\$232.52		
3-17	Lidocaine 100mg	Each	\$4.66	\$4.96	\$3.67	\$3.95	No bid	No bid	No bid	No bid	No bid	No bid		
3-19	Magnesium sulfate	Each	No bid	No bid	DQ	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-21	Narcan (Nasal)	2 pack	\$92.25	\$125.90	\$85.00	\$85.26	No bid	No bid	No bid	No bid	No bid	\$284.27		
3-26	Sodium bicarb (vial)	Each	\$13.88	\$12.10	\$7.50	\$11.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-27	Solumedrol	Each	\$10.17	\$10.59	\$9.25	No bid	No bid	No bid	No bid	No bid	No bid	DQ		
3-10	Caeftriaxone	Each	\$3.50	\$3.90	\$10.20	\$3.19	No bid	No bid	No bid	No bid	No bid	\$3.46		
3-22	Nitro paste	Each	\$2.78	\$2.93	\$2.60	\$2.33	No bid	No bid	No bid	No bid	No bid	No bid		
3-25	Sodium bicarb (syringe)	Each	\$13.88	\$16.39	\$7.50	\$1.32	No bid	No bid	No bid	No bid	No bid	No bid		
3-28	Toradol	Each	\$1.11	\$1.21	\$1.54	\$0.91	No bid	No bid	No bid	No bid	No bid	\$1.75		

**Boundtree****Total: \$113,181.30****Tax: \$8,383.80**<https://www.boundtree.com/>**Subtotal: \$104,797.50**

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-7	Adult filterline set (ETCO2)	Each	174620	500	\$7.40	\$3,700.00	Good
1-8	Infant filterline set (ETCO2)	Each	176324	75	\$10.85	\$813.75	Good
1-16	Hand held nebulizer	Cases	301-200	60	\$27.00	\$1,620.00	Good
1-17	Iso-Gard HEPA filter	Each	12155	3000	\$3.75	\$11,250.00	Good
1-18	LSP main O2 regulator	Each	380060B	20	\$156.75	\$3,135.00	Good
1-20	O2 Flow meter	Each			\$79.10		Could not find on ML nor BT website.
1-32	Glucometer	Each	2761-20011	150	\$0.00	\$0.00	Good
1-33	Chem strips	Boxes	199995	850	\$8.19	\$6,961.50	Good, email on 18 Apr confirms these are individually wrapped.
1-39	14ga Decompression	Boxes	352832	15	\$50.80	\$762.00	Email on 18 Apr advises these
1-44	Emergency blanket	Each	12945	100	\$0.44	\$44.00	Good, not MSB100 though
1-46	Bed pan	Each	721-H100-10EA	100	\$0.97	\$97.00	Good
1-50	N95, 9205+	Each	1031-09205		\$0.89		Could not find on website.
1-59	KV #2 channeled	Each	2146-KVA23	50	\$13.80	\$690.00	Good
1-60	KV #2 standard	Each	2146-KVA22	50	\$13.80	\$690.00	Good
1-61	KV #3 channeled	Each	2144-KV033	200	\$40.07	\$8,014.00	These are for the A blade from ML, BT Good
1-62	KV #3 standard	Each	2144-KV031	200	\$34.70	\$6,940.00	Good
1-63	Hyfin chest seal	Each	NAR10-0037	250	\$7.02	\$1,755.00	Good
<b>Substitutions Permitted</b>							
2-2	Glucose gel	Each	LN7637	1000	\$1.24	\$1,240.00	Good
2-10	ET Tube 2.5-5	Each	2113-20325	500	\$0.45	\$225.00	Good, 2113-20325 to 2113-20350 (all need to match bid price)
2-17	Adult nasal cannula	Cases	30050	200	\$12.50	\$2,500.00	Good
2-18	Pedi nasal cannula	Cases	30056	15	\$12.50	\$187.50	Good
2-23	OPAs (40-100mm)	Each	2010-34040	700	\$0.14	\$98.00	Good, 2010-34040 to 2010-24100
2-26	Suction catheter (6fr-18fr)	Each	36090	600	\$0.13	\$78.00	Good, 36090 to 36096
2-36	Laryngoscope blades	Each			\$3.60		Disposable blades listed on LA & BT website
2-38	4x4 Gauze	Each	1212-12102	16000	\$0.02	\$320.00	Good
2-49	Small sharps (Post)	Each	1860-08702	312	\$1.45	\$452.40	Different style
2-50	Small sharps (Medtronic)	Each	1860-08702	300	\$1.45	\$435.00	Different style
2-52	Lancets	Boxes	2764-70725	350	\$6.95	\$2,432.50	Vessel does not appear to be a single use safety lancet, appears that it requires another device to be used. BT Good
2-53	Sterile gloves	Each	1014-95004		\$1.37		Could not find on website
2-54	Alcohol preps	Each	1330-85300	80000	\$0.01	\$800.00	Good
2-71	Cyalume sticks	Each	1093		\$0.99		BT website shows these discontinued.
2-73	Ice packs	Each	1431-66000	1500	\$0.30	\$450.00	Good
2-85	Reeves sleeve (or equiv.)	Each	471220	10	\$569.80	\$5,698.00	Good
2-86	Reeves stretcher	Each	476153	10	\$265.43	\$2,654.30	Good
<b>Medications</b>							
3-1	<b>Fentanyl</b>	Each	379094	500	\$1.27	\$635.00	Good
3-2	<b>Versed</b>	Each	371113		\$1.45		BT wrong concentration
3-5	Albuterol	Each	9501-25	3000	\$0.13	\$390.00	Good
3-7	Baby aspirin	Each	1310-04073	300	\$0.84	\$252.00	Good
3-9	Calcium gluconate	Each	360-19	125	\$11.95	\$1,493.75	Good
3-12	Epi 1:10,000	Each	374921	2500	\$7.18	\$17,950.00	Good
3-15	Lasix	Each	0283-25	225	\$1.48	\$333.00	Good
3-18	Lidocaine 2gm	Each	5876	70	\$6.44	\$450.80	Good, have to order by case
3-29	Zofran	Each	6130-05	1500	\$0.35	\$525.00	Good
3-30	1000cc saline (Inj.)	Each	7800-09	6500	\$2.84	\$18,460.00	Good
3-31	250cc saline (Inj.)	Each	358002	100	\$2.65	\$265.00	Good

Henry Schein

Total: \$195,999.87

Tax: \$14,518.51

<https://www.henryschein.com/us-en/medical/default.aspx?did=medical>

Subtotal: \$181,481.36

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-19	LSP portable O2 regulator	Each	4990456	40	\$196.15	\$7,846.00	Good, could only find while logged in to website
1-23	V-Vac cannister	Each	1096779	100	\$22.96	\$2,296.00	Good
1-24	V-Vac catheter	Pack	2202739	20	\$14.13	\$282.60	Good
1-25	V-Vac adapter tip	Pack	2201850	20	\$28.26	\$565.20	Good
1-34	Gloves (nitrile)	Cases	1070500	750	\$136.40	\$102,300.00	Good, 1070500,1070501, 1070502, 1070530, 1070540
1-35	Super-Sani cloth	Cases	1135423	200	\$60.48	\$12,096.00	Good
1-36	10gtt sets	Cases	1392522	150	\$64.08	\$9,612.00	Good
1-37	60gtt sets	Cases	4996125	5	\$70.50	\$352.50	Good
1-38	9in INT Ext	Cases	7003003	300	\$47.88	\$14,364.00	Good
<b>Substitutions Permitted</b>							
2-1	Prefill syringes (10cc)	Each	7005049	20000	\$0.28	\$5,600.00	Good
2-3	Triple antibiotic ointment	Boxes	9004788	20	\$7.83	\$156.60	Per email on 1 Apr from C. Bartell with ML, this item has been discontinued. HS shows this item temporarily unavailable.
2-4	Saline for irrigation	Each	7004595	650	\$1.82	\$1,183.00	Good
2-5	Sterile water for irrigation	Each	7004598	650	\$1.82	\$1,183.00	Good
2-25	Stethoscope	Each	7020313	30	\$1.94	\$58.20	Good
2-33	Barbed O2 adapter	Each	8-2311-20		\$0.30		Could not find on website
2-35	Pulse oximeter	Each	7020305	30	\$15.45	\$463.50	No website for Mini Wing, HS Good
2-42	Band-aids	Boxes	1126138	200	\$0.99	\$198.00	Good
2-45	Triangular bandage	Each	4998403		\$0.25		Says non-woven, can not verify these are cotton or muslin
2-48	Large sharps container	Each	1536190	288	\$3.17	\$912.96	Good
2-55	18ga Fill needle	Boxes	9004469	20	\$2.80	\$56.00	Good
2-56	20ga Fill needle	Boxes	1127109	10	\$1.40	\$14.00	Good
2-57	25ga Fill needle	Boxes	9004468	10	\$3.10	\$31.00	Good
2-59	3cc syringe	Each	9004462	5000	\$0.08	\$400.00	Could not find on LA website. HS Good
2-62	20cc syringe	Each	7005973	100	\$0.16	\$16.00	Good
2-64	60cc syringe	Each	7005970	1000	\$0.43	\$430.00	Good
2-65	IV tourniquet	Each	1335390	8000	\$0.08	\$640.00	Good
2-66	Emesis bags	Each	5701178	6500	\$0.21	\$1,365.00	Good
2-67	Adult BP cuff	Each	7020308	50	\$5.16	\$258.00	Good
2-68	Pedi BP cuff	Each	7020309	25	\$5.12	\$128.00	Good
2-69	Inf BP cuff	Each	7020310	15	\$5.12	\$76.80	Good
2-70	Thigh cuff	Each	7020311	10	\$6.00	\$60.00	Good
2-71	Cyalume sticks	Each	4996611	200	\$1.68	\$336.00	BT website showed these were discontinued. HS Good
2-74	Trauma shears	Each	7004481	100	\$0.62	\$62.00	Good
2-79	12" Disposable splint	Each	7004791	100	\$0.57	\$57.00	Good
2-80	18" Disposable splint	Each	7005262	150	\$0.71	\$106.50	Good
2-81	24" Disposable splint	Each	7005247	200	\$1.26	\$252.00	Good
2-82	36" Disposable splint	Each	7004812	100	\$1.70	\$170.00	Good
<b>Medications</b>							
3-2	<b>Versed</b>	Each	1277867	650	\$1.53	\$994.50	BT had wrong concentration, HS Good
3-3	Adenocard	Each	1404750	550	\$2.25	\$1,237.50	Good
3-4	Duoneb	Each	1253909	2600	\$0.24	\$624.00	Good
3-6	Atropine	Each	2580091	150	\$8.79	\$1,318.50	Good, but tall box
3-8	Benadryl	Each	1381079	350	\$1.12	\$392.00	Good
3-16	Levophed	Each	1410331	100	\$8.37	\$837.00	Good
3-20	Narcan (Inj.) **	Each	1401512	1500	\$6.57	\$9,855.00	Could not find on LA website, last year I believe this was a prefill syringe. HS shows temp unavailable.
3-23	Nitro tab	Each	1380987	150	\$4.00	\$600.00	Good
3-24	Racemic epi	Each	1401503	1500	\$1.13	\$1,695.00	Good

\*\* Per email from EMSbids on 13 Apr, Narcan will be replaced with item #1381040 at the

**Life Assist**

<https://www.life-assist.com/>

**Total: \$147,487.50**  
**Tax: \$10,925.00**  
**Subtotal: \$136,562.50**

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-14	Adult Thomas tube holder	Each	AC170	450	\$2.50	\$1,125.00	Good
1-15	Inf Thomas tube holder	Each	AC180	100	\$2.50	\$250.00	Good
1-21	Suction canister	Cases	OK1200	10	\$135.00	\$1,350.00	Good
1-22	V-Vac starter kit	Each	OK100	50	\$90.00	\$4,500.00	Good
1-26	3" Kling	Cases	BJ703	40	\$29.30	\$1,172.00	Good
1-30	CAT tourniquet	Each	TQ0023-ORG	250	\$20.50	\$5,125.00	No website for Mini Wing, LA Good
1-31	PAWs wipes	Boxes	AL3440	400	\$4.10	\$1,640.00	Good
1-45	Mega mover	Each	BS4381-WHT	250	\$14.00	\$3,500.00	Good
1-48	HIDs	Cases	SY675	12	\$336.50	\$4,038.00	Good
1-49	C-Collars	Cases	CX641	50	\$68.00	\$3,400.00	Good, CX641, CX642, CX643, CX644, CX645, CX646
1-51	N95, 1860S	Each	IC1860S	3000	\$0.81	\$2,430.00	Good
<b>Substitutions Permitted</b>							
2-30	BVM masks	Each	OM7290	200	\$0.75	\$150.00	Good?, non-inflating masks. OM7290, OM7291, OM7292, OM7293, OM7294, OM7295
2-36	Laryngoscope blades	Each	LY6060		\$3.60		Disposable blades, LY6060, LY6061, LY6062, LY6063, LY6064, LY5061, LY5062, LY5063, LY5064
2-53	Sterile gloves	Each	GLA4152		\$1.00		Could not find on website
2-58	1cc syringe	Each	IT1CC25	1100	\$0.08	\$88.00	Good
2-59	3cc syringe	Each	IT26105		\$0.08		Could not find on LA website
2-84	Traction splint	Each	SP901A		\$71.00		Disposable style on Vessel, Different style on LA
2-89	Pediatric surgical masks	Each			\$0.07		Could not find on website
<b>Medications</b>							
3-11	Dextrose (D10)	Each	SL5202	800	\$2.60	\$2,080.00	Good
3-13	Epi 1:1,000	Each	DR0159-25	2500	\$15.50	\$38,750.00	ML item # pulls up ampules, not SDV. LA Good
3-14	Glucagon	Each	DR0260-10	300	\$175.99	\$52,797.00	Good
3-17	Lidocaine 100mg	Each	DR4903-34	250	\$3.67	\$917.50	Good
3-19	Magnesium sulfate	Each	DR0612-81		\$21.35		Could not find on LA website
3-20	Narcan (Inj.)	Each	CHI_DR0071-10		\$5.63		Could not find on LA website, last year I believe this was a prefill syringe
3-21	Narcan (Nasal)	2 pack	DR0353-02A	75	\$85.00	\$6,375.00	Good
3-26	Sodium bicarb (vial)	Each	DR5001-05	300	\$7.50	\$2,250.00	Good
3-27	Solumedrol	Each	DR0047-22	500	\$9.25	\$4,625.00	Could not find on Vessel website, LA Good



**Medline**<https://www.medline.com/>

**Total: \$88,962.63**  
**Tax: \$6,589.82**  
**Subtotal: \$82,372.81**

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-1	Auvi-Q Epi-pen	2 pack	60842-022-01	75	\$258.53	\$19,389.75	Good
1-2	Auvi-Q Epi-pen Jr.	2 pack	60842-023-01	75	\$258.53	\$19,389.75	Good
1-16	Hand held nebulizer	Cases	TAH301200		\$2.26		Aerogen brand, not the brands listed?
1-20	O2 Flow meter	Each	RTFM0150M		\$28.96		Could not find on website
1-43	Venigard	Cases	CND7054431Z	35	\$54.45	\$1,905.75	Good
1-47	D Sheets	Cases	NON24335	1800	\$21.44	\$38,592.00	Looks good, has Medline listed as the manufacturer
1-61	KV #3 channeled	Each	AMBKVLAB3		\$22.77		These are for the A blade
<b>Substitutions Permitted</b>							
2-3	Triple antibiotic ointment	Boxes	CUR001209Z		\$7.20		Per email on 1 Apr from C. Bartell, this item has been discontinued.
2-27	Suction tubing	Cases	OR56A	12	\$28.96	\$347.52	Good
2-39	5"x9" Pads	Each	PRM21450	2500	\$0.08	\$200.00	Good
2-47	Biohazard bags	Each	NONHDR33	3000	\$0.06	\$180.00	Good
2-60	6cc syringe	Each	SYR110215Z		\$0.13		Item # brings up a 10cc syringe
2-72	Emesis basins	Each	DYND80327	150	\$0.09	\$13.50	Good
2-75	Urinal	Each	DYND80235S	150	\$0.39	\$58.50	Good
<b>Medications</b>							
3-10	Caeftriaxone	Each	0409-7335-03	100	\$3.19	\$319.00	Good
3-13	Epi 1:1,000	Each	54288-103-10		\$12.07		Item # pulls up ampules, not SDV
3-14	Glucagon	Each	63323-593-03		\$142.65		See email from 13 Apr with Cindy Bartell and Jennifer.
3-22	Nitro paste	Each	0281-0326-08	288	\$2.33	\$671.04	Good
3-25	Sodium bicarb (syringe)	Each	0409-6637-14	300	\$1.32	\$396.00	Good
3-28	Toradol	Each	63323-162-01	1000	\$0.91	\$910.00	Good

**Nashville Medical**

<http://nashvilleemssshop.com/>

**Total: \$256,493.75**  
**Tax: \$18,999.54**  
**Subtotal: \$237,494.21**

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-3	Adult electrodes	Cases	SP-00-S/50	200	\$383.60	\$76,720.00	Good
1-4	Edge-Quick Adult pads	Each	11996-000091	600	\$22.89	\$13,734.00	Could not find on Vessel website, Nash. Good
1-5	Edge-Quick Inf pads	Each	11996-000093	65	\$28.19	\$1,832.35	Could not find on Vessel website, Nash. Good
1-6	LP15 monitor paper	Rolls	11240-000032	1000	\$9.19	\$9,190.00	Good
1-9	LMA #1	Boxes	321150000	7	\$99.00	\$693.00	Good
1-10	LMA #1.5	Boxes	321150000	7	\$99.00	\$693.00	Good
1-11	CPAP circuit	Cases	1900-124-MC10	70	\$476.49	\$33,354.30	Good
1-12	Large CPAP mask	Each	1900-444-10P	50	\$12.69	\$634.50	Good
1-13	Sm CPAP mask	Each	1900-222-10P	50	\$11.59	\$579.50	Good
1-27	1" Tape	Cases	3M1527-1	12	\$78.89	\$946.68	Good
1-28	2" Tape	Cases	3M1527-2	5	\$78.89	\$394.45	Good
1-29	3" Tape	Cases	3M1527-3	6	\$78.89	\$473.34	Good
1-40	Jelcos (24ga-14ga)	Cases	ProtectIV	150	\$257.69	\$38,653.50	Good
1-41	15ga IO needle	Each	DIN1515X	75	\$8.90	\$667.50	Good
1-42	18ga IO needle	Each	DIN1518X	75	\$8.90	\$667.50	Good
1-52	King airway #0	Each	KLTSD #420	70	\$26.19	\$1,833.30	Good
1-53	King airway #1	Each	KLTSD #421	70	\$26.19	\$1,833.30	Good
1-54	King airway #2	Each	KLTSD #422	70	\$26.19	\$1,833.30	Good
1-55	King airway #2.5	Each	KLTSD #4225	70	\$26.19	\$1,833.30	Good
1-56	King airway #3	Each	KLTSD #423	100	\$26.19	\$2,619.00	Good
1-57	King airway #4	Each	KLTSD #424	350	\$26.19	\$9,166.50	Good
1-58	King airway #5	Each	KLTSD #425	250	\$26.19	\$6,547.50	Good
<b>Substitutions Permitted</b>							
2-6	AMBU Rescue key	Each	Kentron #809920	150	\$2.39	\$358.50	Good
2-7	Adult BVM	Each	KEN#779500	850	\$8.49	\$7,216.50	Good
2-8	Pedi BVM	Each	KEN#779501	50	\$8.49	\$424.50	Good
2-9	Inf BVM	Each	KEN#779501	50	\$8.49	\$424.50	Good
2-11	ET Tube 5.5-8	Each	KEN#749955	800	\$0.63	\$504.00	Good
2-12	Adult stylette	Each	KEN#729914	350	\$0.65	\$227.50	Good
2-13	Pedi stylette	Each	KEN#729906	150	\$0.65	\$97.50	Good
2-14	Bougie	Each	KEN#799915	150	\$2.79	\$418.50	Good
2-15	Laryngoscope bulbs	Each	KEN#1100B	200	\$0.95	\$190.00	Good
2-16	KY gel packets	Boxes	DYN#1250	15	\$5.89	\$88.35	Good
2-19	Adult NRB	Cases	KEN#999108	100	\$33.39	\$3,339.00	Good
2-20	Pedi NRB	Cases	KEN#999109	15	\$33.39	\$500.85	Good
2-21	O2 tubing	Cases	KEN#333400	10	\$12.89	\$128.90	Good
2-22	NPAs (14fr-34fr)	Boxes	KEN#804414	200	\$13.90	\$2,780.00	Good
2-24	O2 wrench	Each	KEN#550025	200	\$0.39	\$78.00	Good
2-28	Yankauer	Cases	KEN#887710	11	\$17.89	\$196.79	Good
2-29	Magill forceps	Each	KEN#KI298-97	30	\$2.99	\$89.70	Good
2-31	Meconium aspirators	Each	NEOTEC#N0101	50	\$2.89	\$144.50	Good
2-32	Bite sticks	Each	KEN#404065	50	\$0.29	\$14.50	Good
2-33	Barbed O2 adapter	Each	KEN#550000	100	\$0.42	\$42.00	Could not find on HS website, Nash. Good

2-34	Bulb syringe	Each	KEN#350200	50	\$0.45	\$22.50	Good
2-36	Laryngoscope blades	Each	KEN#MC26003	50	\$5.99	\$299.50	Disposable blades listed on LA & BT website
2-37	2x2 gauze	Sleeves	KEN#228111	1000	\$0.89	\$890.00	Could not find on Vessel website, Nash. Good
2-40	3" ACE wrap	Each	KEN#670723	150	\$0.29	\$43.50	Good
2-41	4" ACE wrap	Each	KEN#670724	250	\$0.39	\$97.50	Good
2-43	Burn sheets	Each	KEN#888111	100	\$1.45	\$145.00	Good
2-44	Trauma dressing	Each	KEN#771230	200	\$0.69	\$138.00	Good
2-45	Triangular bandage	Each	KEN#404056	1400	\$0.29	\$406.00	HS says non-woven, can not verify these are cotton or muslin, Nash. Good
2-46	Vaseline gauze	Each	KEN#887339	500	\$0.44	\$220.00	Good
2-51	Glove, gown, mask pack	Each	KEN#211333	100	\$2.55	\$255.00	Good
2-60	6cc syringe	Each	DYN7006	500	\$0.13	\$65.00	ML Item # brings up a 10cc syringe, Nash. Good
2-61	10/12cc syringe	Each	DYN7010	600	\$0.13	\$78.00	No needle on QM item #, Nash. Good
2-63	30/35cc syringe	Each	DYN6992	150	\$0.25	\$37.50	Good
2-76	Nail polish remover	Each	KEN#553-33	2000	\$0.02	\$40.00	Good
2-77	Limb restraints	Each	KEN#301100	550	\$2.69	\$1,479.50	Good
2-78	OB kits	Each	KEN#999700	60	\$4.19	\$251.40	Good
2-83	KED	Each	KEN#881213G	10	\$47.69	\$476.90	Good
2-84	Traction splint	Each	KEN#222888	10	\$89.00	\$890.00	Disposable style, Nash. Good
2-87	5' Nylon strap	Each	KEN#323605	100	\$4.95	\$495.00	Good
2-88	Surgical masks	Each	KEN#FM9904	200000	\$0.05	\$9,000.00	Good

#### Medications

**Total:** \$0.00  
**Tax:** \$0.00  
**Subtotal:** \$0.00

<b>Item #</b>	<b>Item</b>	<b>Pack</b>	<b>Vendor item #</b>	<b>Qty</b>	<b>Price</b>	<b>Cost</b>	<b>Notes:</b>
<b>No Substitutions Permitted</b>							
1-20	O2 Flow meter	Each					
1-50	N95, 9205+	Each					
<b>Substitutions Permitted</b>							
2-53	Sterile gloves	Each					
2-89	Pediatric surgical masks	Each					
<b>Medications</b>							



**Buyer's Point**

**Total: \$0.00**  
**Tax: \$0.00**  
**Subtotal: \$0.00**

<b>Item #</b>	<b>Item</b>	<b>Pack</b>	<b>Vendor item #</b>	<b>Qty</b>	<b>Price</b>	<b>Cost</b>	<b>Notes:</b>
<b>No Substitutions Permitted</b>							
1-6	LP15 monitor paper	Rolls			\$1.90		
1-50	N95, 9205+	Each			\$0.89		Could not find on BT website.
<b>Substitutions Permitted</b>							
2-53	Sterile gloves	Each			\$0.08		
2-89	Pediatric surgical masks	Each			\$0.07		Could not find on LA website

**Medications**

??

**Total: \$0.00**  
**Tax: \$0.00**  
**Subtotal: \$0.00**

<b>Item #</b>	<b>Item</b>	<b>Pack</b>	<b>Vendor item #</b>	<b>Qty</b>	<b>Price</b>	<b>Cost</b>	<b>Notes:</b>
	<b>No Substitutions Permitted</b>						
1-30	CAT tourniquet	Each	DYND75020		\$20.00		No website
	<b>Substitutions Permitted</b>						
2-35	Pulse oximeter	Each	OX-822		\$10.00		No website
	<b>Medications</b>						

**Quadmed**

<https://quadmed.com/>

**Total: \$0.00**  
**Tax: \$0.00**  
**Subtotal: \$0.00**

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-20	O2 Flow meter	Each			\$28.96		Could not find on ML nor BT website, may not award.
1-25	V-Vac adapter tip	Pack	EAW-2243		\$27.68		Good
<b>Substitutions Permitted</b>							
2-8	Pedi BVM	Each	EAW-2712		\$7.21		Good
2-16	KY gel packets	Boxes	EFA-417310		\$5.50		Good
2-39	5"x9" Pads	Each	EFA-1060		\$0.02		Good
2-61	10/12cc syringe	Each	EDI-340005		\$0.11		No needle

**Medications**

**Total: \$0.00**  
**Tax: \$0.00**  
**Subtotal: \$0.00**

<b>Item #</b>	<b>Item</b>	<b>Pack</b>	<b>Vendor item #</b>	<b>Qty</b>	<b>Price</b>	<b>Cost</b>	<b>Notes:</b>
	<b>No Substitutions Permitted</b>						
	<b>Substitutions Permitted</b>						
	<b>Medications</b>						



**Vessel**

**Total: \$0.00**  
**Tax: \$0.00**  
**Subtotal: \$0.00**

<https://shop.vesselmedical.com/store/index.php>

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
<b>No Substitutions Permitted</b>							
1-4	Edge-Quick Adult pads	Each	11996-000091		\$14.52		Could not find on website
1-5	Edge-Quick Inf pads	Each	11996-000093		\$17.69		Could not find on website
<b>Substitutions Permitted</b>							
2-37	2x2 gauze	Sleeves	P159522		\$0.65		Could not find on website
2-45	Triangular bandage	Each			\$0.25		HS says non-woven, can not verify these are cotton or muslin
2-52	Lancets	Boxes	880125		\$2.39		Does not appear to be a single use, safety lancet. Appears that it requires another device to be used.
2-59	3cc syringe	Each	26105		\$0.07		Looks ok, want to confirm they are individually wrapped.
2-84	Traction splint	Each	79-99890		\$19.88		Disposable style? Was not specified on bid sheet.
<b>Medications</b>							
3-27	Solumedrol	Each	3820015		\$1.49		Could not find on website

## Richland County Council Request for Action

**Subject:**

Hamilton-L. B. Owens Airport - Contract Award of Aviation Consultants for Airport's Engineering, Planning & Construction Services

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Christopher S. Eversmann, PE, AAE	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Airport
<b>Date Prepared:</b>	May 3, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 18, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 16, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 4, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services.		

**RECOMMENDED/REQUESTED ACTION:**

Staff seeks approval from Richland County Council for the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services.

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 majority of airport capital improvement project funding comes from FAA and SC Aeronautics Commission grants (FAA - 90% / SCAC - 5% / Local - 5%). There is not a fee associated with this award. Individual Work Authorizations will be negotiated on a project-by-project basis and presented to Council for approval in accordance with County regulations. Local matching funds are approved by County Council in the budget process and are located in the Airport Budget (Key - 2170367800) in Matching Funds (Object - 538200).

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

None.

**REGULATORY COMPLIANCE:**

This procurement action is consistent with the established ordinance and practices of the County and fulfills the FAA's Grant Assurance for periodic competitive procurement of Airport Planning and Engineering Professional Services.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

A Request for Proposal (RFP) (RC-497-P-2022) was issued by the Procurement Department for Aviation Consultants for Airport's Engineering and Planning, and Construction Services. Four Engineering firms responded to this RFP.

An Evaluation team of three members (two Richland County senior staff members and a member of the Airport Commission well experienced in the FAA's Airport Improvement Program) reviewed responses. The highest-ranked firm was Michael Baker, International.

The initial term of the current contract is expiring, and the completion of current construction projects made this the appropriate time to re-solicit these services. The Airport's retained consultant assists the Airport Staff with Airport Improvement Program (AIP) Grants and Projects, as well updating the Airport Capital Improvement Program (ACIP), planning studies, and coordination with FAA and SC Aeronautics Commission Staff members.

As in the past, an Indefinite Delivery Master Agreement will be established with individual Work Authorizations (WAs) executed for specific projects.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Michael Baker, International, formerly LPA Group, has provided planning, engineering, and architectural services to the Airport previously.

**ATTACHMENTS:**

1. Confidential documents to be provided under separate cover.



## Richland County Council Request for Action

**Subject:**

Approval of Award of Longreen Parkway Sidewalk Construction Project

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve the award of a contract for construction services for the Longreen Parkway Sidewalk to AOS Specialty Contractors in the amount of \$939,400.70 and approve a 15% construction contingency in the amount of \$140,910.10 which is included in the CTC approved budget.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Jennifer Wladischkin	<b>Title:</b>	Procurement Manager
<b>Department:</b>	Finance	<b>Division:</b>	Procurement
<b>Date Prepared:</b>	February 28, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 3, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 3, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 3, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Approval of award of Longreen Parkway Sidewalk Construction project		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends that County Council approve the award of a contract for construction services for the Longreen Parkway Sidewalk to AOS Specialty Contractors in the amount of \$939,400.70 and approve a 15% construction contingency in the amount of \$140,910.10 which is included in the CTC approved budget.

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 County Transportation Committee (CTC) has awarded the County funding for both the design (completed) and construction of this project. Funding is in account 1200992030/532200/4811000/532200 and is encumbered on requisition R2200823.

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

None.

**REGULATORY COMPLIANCE:**

Sidewalks are designed and will be constructed in accordance with standards of the American with Disabilities (ADA) Act.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

#### STRATEGIC & GENERATIVE DISCUSSION:

In 2017, the Department of Public Works (DPW) staff received a request to install a sidewalk along Longreen Parkway from Landon Place Drive to Clemson Road. There is an existing sidewalk along one side of the road; adding this new sidewalk will make the pedestrian connectivity in the area complete.

There are also two schools on this road: Longleaf Middle School and Sandlapper Elementary School. Between these two schools, there are currently five crossing guard locations. During the peak morning and afternoon traffic hours, these crossing locations cause traffic to back up in both directions. In a meeting with representatives of both schools, it was agreed that if the County would install sidewalk on the opposite site of the road, the schools would be willing to remove two of the crossing guard locations. This solution will help alleviate some of the traffic congestion occurring during the peak traffic hours and is incorporated into the project design.

The project has been advertised for construction and is ready for contract award.

A Request for Bid RC-485-B-2022 was issued on December 13, 2021. Two proposals were received on January 20, 2022. AOS Specialty Contractors was deemed the lowest, responsive, responsible bidder. AOS Specialty Contractors is a South Carolina Department of Transportation (SCDOT) Disadvantaged Business Enterprise and is self-performing 100% of this work.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

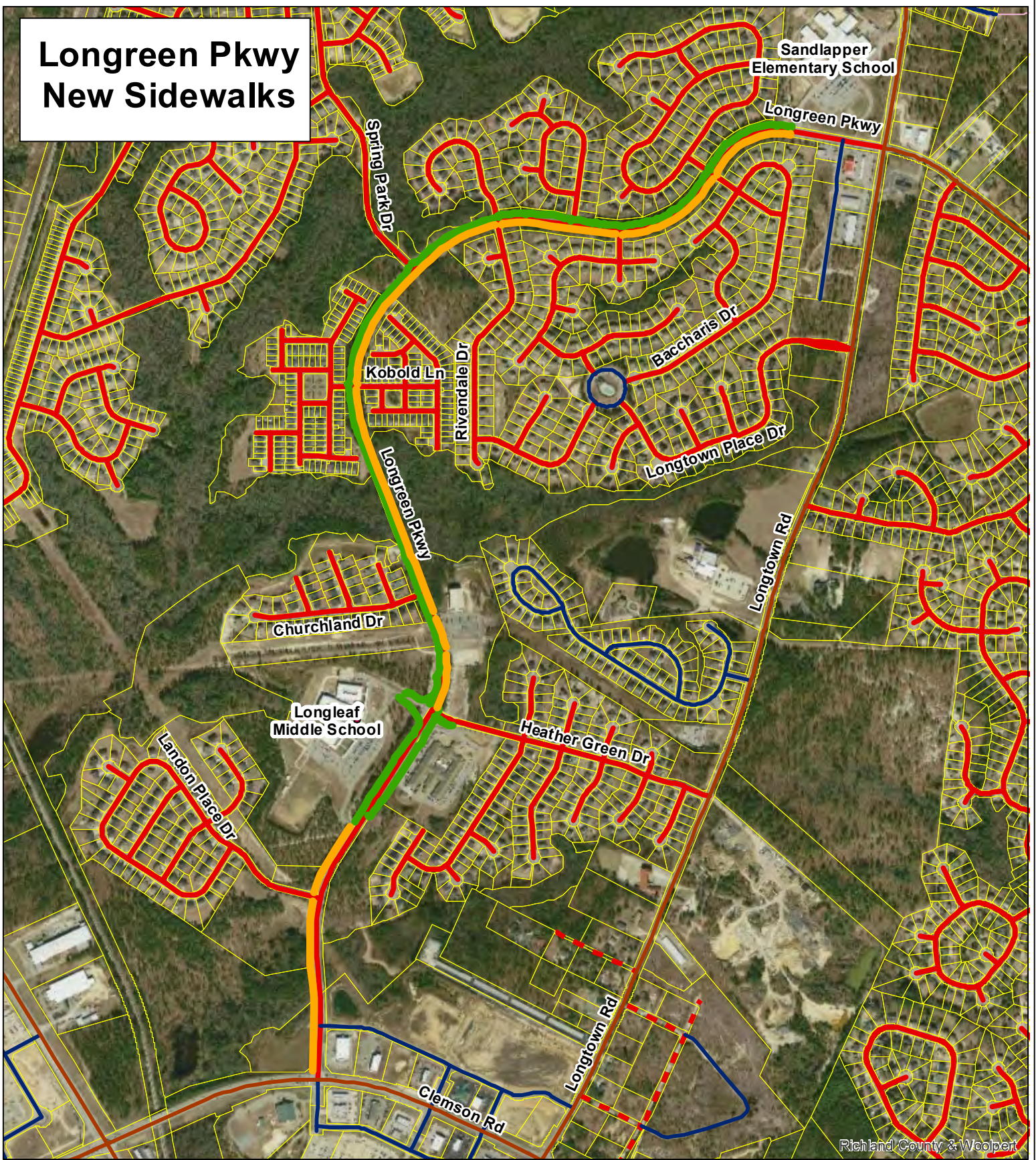
Click or tap here to enter text.

#### ATTACHMENTS:

1. Project Location Map
2. Bid Tabulation
3. Contract draft



# Longreen Pkwy New Sidewalks



## Legend

- Existing Sidewalk
- Proposed Sidewalk

## Road Maintenance

- County Paved
- SCDOT
- Private or Other



1 inch = 950 feet





RC-485-B-2022 Longreen Parkway Sidewalk Project *ju*  
Due: January 20, 2022 @ 2:00PM

	AOS Specialty Contractors, Inc.	Corley Construction Company, LLC
Total Cost	\$939,400.70	\$1,168,476.52

**CONTRACT AGREEMENT  
RC- 485-B-2022**

THIS Contract Agreement is dated as of the [REDACTED] day of [REDACTED] in the year 2022 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and AOS Specialty Contractors (hereinafter called "CONTRACTOR") for the following Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described in the OWNER's Invitation for Bids: Bid No. **485-B-2022** (hereafter called "Invitation For Bids") as follows:

Longreen Parkway Sidewalk Project  
(the "Project").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

1.1 CONTRACTOR shall complete all work for the Project as specified or indicated in the Contract Documents (the "Work"). The Work is generally described as follows:

The installation of sidewalk along Longreen Parkway from Clemson Rd. up to the entrance of Sandlapper Elementary School. The installation of TAPO BlinkLink school speed zone flashing signs for both Longleaf Middle School and Sandlapper Elementary School.

**Article 2. INSPECTOR.**

2.1 The OWNER has designated Stephen Staley as its representative and he will assume all duties and responsibilities and will have the rights and authority assigned to the INSPECTOR as described in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Construction Engineering and Inspection shall also be performed by ENGINEER with oversight of the INSPECTOR. The INSPECTOR information for notice purposes is:

Stephen Staley, P.E.  
County Engineer  
400 Powell Rd  
Columbia, SC 29203

**Article 3. CONTRACT TIME.**

3.1 The Work will be Substantially Complete **no later than six (6) months from the start date of the Notice to Proceed** ("the Contract Time.") The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time(s) specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring

any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three hundred Dollars (\$300.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion of work.

- 3.3 The Contract Time may be changed only by a Change Order or Claim as defined in the SCDOT Standards Specifications and for the reasons stated in the General Conditions that are part of the Invitation For Bids.

#### **Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted in the Contractor's Response to the Invitation for Bids on January 20, 2022 with an initial contract amount of **\$939,400.70**.
- 4.2 The Contract Price may be changed only by a Change Order for the reasons stated in the General Conditions that are part of the Invitation For Bids.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions in the Invitation for Bids but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by INSPECTOR as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on the latest standard AIA Application for Payment form for unit price contracts. Application for Payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be on each Application for Payment is as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an Application for Payment is received by the INSPECTOR, or project manager, no later than the 10<sup>th</sup> of the month, the OWNER shall make payment to the CONTRACTOR not later than thirty (30) days from receipt of the approved Application for Payment. If an Application for Payment is received by the INSPECTOR after the 10<sup>th</sup> day of the month, payment shall be made by the OWNER no later than thirty (30) days after the INSPECTOR, or project manager, approves the Application for Payment.
- 5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with the General Conditions in the Invitation For Bids, OWNER shall pay the remainder of the Contract Price and retainage as recommended by INSPECTOR as provided in this Article, subject to any offsets due to OWNER as provided in this Agreement.

#### **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and including any federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.
- 6.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which compromise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract Agreement.
- 7.2 The OWNER's Invitation For Bids: Bid No. **485-B-2022** (Not attached but incorporated herein by reference thereto.) The Invitation For Bids includes all documents that were part of the advertisement of the Project, including but not limited to Instructions to Bidders, General Provisions, and General Conditions in the bid documents.
- 7.3 Contractor's Response to Bid No. **485-B-2022** including its Bid Bond. (Not attached but incorporated herein by reference thereto.)
- 7.4 Technical Specifications, Special Provisions and Addendums provided in the bid documents that is part of the Invitation for Bids. (Not attached but incorporated herein by reference thereto.)
- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:



- a) Notice to Proceed
  - b) Performance Bond
  - c) Payment Bond
  - d) Fully executed Written Amendments
  - e) Fully executed Work Change Directive(s)
  - f) Fully executed Change Order(s)
- 7.6 Additionally, if not included in the Invitation for Bids, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland County and found at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> ("OWNER's Standard General Conditions") are part of the Contract Documents.
- 7.7 Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:
- 7.7.1 As between this primary Agreement document and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), this Agreement shall govern.
- 7.7.2 As between the Invitation For Bids and the SCDOT Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the OWNER as part of the Invitation For Bids.
- 7.7.3 As between any other Contract Document (except the Contractor's Response to the Invitation for Bids and the OWNER's Standard General Conditions), the other Contract Document shall govern.
- 7.8 Degree of Application: CONTRACTOR. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONTRACTOR will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

**Article 8. MISCELLANEOUS.**

- 8.1 Terms used in this Agreement will have the meanings indicated in the Invitation For Bid documents, including the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies and deduct from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER'S expenses and compensation for additional engineering services made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER. Should the CONTRACTOR default under its obligations in the performance of this Agreement and is terminated by the OWNER prior to Substantial Completion of the Work, the CONTRACTOR shall be liable to the OWNER for all actual, consequential and incidental damages as a consequence of CONTRACTOR'S default, including but not limited to, the additional cost to complete the Work under the approved schedule at the time of the CONTRACTOR'S default and any liquidated damages that may result from any resulting delay of the date of Substantial Completion.
- 8.6 The CONTRACTOR warrants to the OWNER and INSPECTOR that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.
- 8.7 If the CONTRACTOR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in the character of the Work to be provided in the Contract Documents, the CONTRACTOR shall promptly provide notice of a Claim to the OWNER and the INSPECTOR before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If the INSPECTOR determines that conditions differ materially and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the Work, the INSPECTOR will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the INSPECTOR determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the INSPECTOR shall promptly notify the OWNER and CONTRACTOR in writing, stating the reasons. The failure of the CONTRACTOR to provide written notice of the nature of the Claim within the ten (10) days, and that the Claim may result in a delay or additional cost to the OWNER, is an absolute waiver of the CONTRACTOR's right to any additional contract time or

compensation because of such site conditions. This waiver applies notwithstanding the OWNER' s actual knowledge and notice of the site conditions and/or CONTRACTOR's Claim associated with such site conditions.

- 8.8 The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 8.9 Non-Appropriation: Any contract entered into by the OWNER resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 8.10 Indemnification: The contractor shall indemnify and hold harmless the OWNER, 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 consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder..
- 8.11 Governing Law: This Agreement is to be construed in accordance with the laws of the State of South Carolina.

## **ARTICLE 9. INSURANCE.**

At least ten (10) business days prior to CONTRACTOR'S start date Contractor shall provide OWNER a certificate of insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having a Best Rating of A-, VII or higher. All insurance shall be at Contractor's expense and be maintained throughout the contract period.

CONTRACTOR must have these same insurance requirements for any of its subcontractors, and verify them, or insure them under CONTRACTOR'S policies. CONTRACTOR shall provide and shall request insurers to provide the OWNER 30 days written notice of any cancelation, non-renewal or reduction in coverage. CONTRACTOR agrees the OWNER is covered by any provisions or limits in excess of the minimum requirements of this contract. The policies shall be noncontributory. Any deductibles or retentions are the responsibility of the CONTRACTOR. Any breach of this contract is material. The OWNER reserves the right to modify these requirements, including the limits.

The commercial general liability policy and the auto liability policy shall include: a) contractual liability b) a waiver of subrogation for the OWNER, its officers, officials, employees, leased and temporary employees and volunteers c) primary coverage even if the policy asserts it is excess, secondary or contingent and d) severability of interest.

The certificate shall name the OWNER, its officers, officials, employees, leased and temporary employees and volunteers as additional insureds with coverage as comprehensive as Insurance Offices Form CG 20 10 11 85.

CONTRACTOR shall obtain a commercial general liability policy with minimum limits of one million dollars per occurrence and two million dollars aggregate. The completed operations coverage shall extend at least two years beyond the completion date.

CONTRACTOR shall obtain a workers' compensation policy that provides South Carolina coverage ("Other States" coverage is unacceptable.) and employer's liability with \$500,000 limits per accident / per disease. Subrogation against the OWNER shall be waived for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

**Article 10. OTHER PROVISIONS.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, under seal. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on [redacted].

**OWNER:**

**CONTRACTOR:**

**RICHLAND COUNTY**

**AOS Specialty Contractors.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: County Administrator

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Designated Representative:

Richland County (OWNER)  
Office of Procurement & Contracting  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204



# Richland County Council Request for Action

**Subject:**

Solid Waste & Recycling Collection Area 3 Contract Amendment

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve a contract amendment and extension for Collection Area 3 with Capital Waste Services, LLC.



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Contributor:</b>	John Ansell	<b>Title:</b>	General Manager
<b>Contributor:</b>	Click or tap here to enter text.	<b>Title:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	June 2, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Approved for Consideration:</b>	Assistant County Administrator		
<b>Committee:</b>	Administration & Finance		
<b>Agenda Item:</b>	4 e&f. Department of Public Works – Solid Waste & Recycling –Areas 3 & 5a Contract Amendment		

*Instructions: Use this form to provide responses to those questions asked by members of Council during their discussion of your item. Include the question under those fields titled "Council Inquiry" and provide your response under those fields titled "Reply."*

**COUNCIL INQUIRY #1:**

Can you add definitions to the Contract Amendment?

*Reply:*

As advised by legal, the definitions have not been changed so it would not be appropriate to add those to the Contract Amendment since they already exist in the current Collections Contract.

**COUNCIL INQUIRY#2:**

Why does the Amendment not have a statement saying this supersedes previous language?

*Reply:*

The Amendment provided did have that language on page 1. Legal had advised that the proper statement should read "Whereas, the parties wish to extend the term and amend certain portions of the Agreement". In this case, the word amend indicates previous language has been superseded by the Contract Amendment. This language has been included.

**COUNCIL INQUIRY#3:**

In the Amendment, 2.B.1 through 3 all relate to yardwaste. Why can this not be one paragraph?

*Reply:*

The numbering corresponded with the original Collection Contract. Mr. Malinowski's suggestion was incorporated and it now reads as one cohesive paragraph labeled 2.B.1.

**COUNCIL INQUIRY#3:**

2.E.1. is confusing and does it relate to damaged roll carts?

*Reply:*

It does not. Damaged roll carts is covered under section 6.G. This paragraph was included to shift any civil liability from the County to the Contractor in the event personal property was damaged due to a poorly place roll cart after curbside collections. This statement was added, "In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage".

**COUNCIL INQUIRY#4:**

The numbering under 3 is confusing, why? What is C.O.R.? Are there any other notifications under spill response?

*Reply:*

In the original contract, under 3.C., there is a table inserted without labeling. We have clarified this table by adding "3 Table" in the amendment to correspond accordingly. The acronym stands for Contracting Officer's Representative. This has been addressed and spelled out in the amendment. In addition to notifying the C.O.R., we have added the Department of Health & Environmental Control (DHEC) for spill notification. Richland County and DHEC would be the correct agencies to receive this notification.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

Area 3 Contract Amendment

Area 5a Contract Amendment



STATE OF SOUTH CAROLINA )  
 ) AMENDMENT TO SERVICE AREA #3  
COUNTY OF RICHLAND ) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Capital Waste Services LLC. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area #3 Collections Agreement and Contract, dated November 19, 2016 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on \_\_\_\_\_, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until June 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two one (1) year term for a maximum extension to June 30, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 3:

- 2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
- 2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
- 2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$ 43.20 per customer per month. These new rates become effective on July 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All spills shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SC DHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart



- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

In all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

**IN WITNESS WHEREOF** this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Capital Waste Services LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

Authorized signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	May 3, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 18, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 4, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 4, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Solid Waste & Recycling Collection Area 3 Contract Amendment		

**RECOMMENDED/REQUESTED ACTION:**

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 3 with Capital Waste Services, LLC.

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 & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, Capital Waste Services, LLC. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

**REGULATORY COMPLIANCE:**

This negotiation is consistent with the County Procurement Ordinance.

**MOTION OF ORIGIN:**

“...to accept the committee’s recommendation to deny the contract award and to authorize the Administrator to negotiate with the current vendor.”

<b>Council Member</b>	The Honorable Overture Walker, District o
<b>Meeting</b>	Special Called
<b>Date</b>	November 14, 2021

#### STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with Capital Waste Services, LLC. Those negotiations achieved favorable results for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collections program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions has also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

#### ATTACHMENTS:

1. Relevant Council Minutes - December 14, 2021
2. Area 3 Contract Amendment
3. Area 3 Existing Contract
4. Area 3 Collection Area map



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

The motion for reconsideration failed.

19. **OTHER ITEMS**

a. **An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended** – This item was taken up under the Report of the Chair.

b. **Department of Public Works – Solid Waste & Recycling Division—Residential Curbside Collection Services, Area 3—Contract Award recommendation** – Mr. O. Walker moved, seconded by Mr. Pugh, to accept the committee’s recommendation to deny the contract award and to authorize the Administrator to negotiate with the current vendor.

Mr. J. Walker inquired if this is a valid motion.

Mr. Wright responded as long as Council is basing their decision on the information received by Procurement.

Mr. Brown responded, in the contract, there are different options Council can take. A renewal/negotiation is one of those options.

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

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Mackey, to reconsider this item.

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

The motion for reconsideration failed.

c. **A Resolution to appoint and commission Bill Davis, Glemmie Haines, and Zan Norris as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County** – Ms. Mackey moved, seconded by Mr. J. Walker, to approve this item.

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

The vote in favor was unanimous.

d. **Resolution to approve the issuance of revenue bonds for Brookfield Pointe by the Columbia Housing Authority** – Mr. Brown stated this is an administrative process that requires the County’s approval.

STATE OF SOUTH CAROLINA )  
 ) AMENDMENT TO SERVICE AREA #3  
 COUNTY OF RICHLAND ) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Capital Waste Services, LLC ("Contractor"), by and with Richland County, South Carolina ("County").

WHEREAS, the Contractor entered into the Service Area #3 Collections Agreement and Contract, dated November 9, 2016 ("Agreement") to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, the parties wish to extend the term and amend certain portions of the Agreement; and

WHEREAS, on \_\_\_\_\_, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on July, 1, 2022 and expires on June 30, 2025, but allows for two additional renewal periods for a maximum extension to June 30, 2027; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of the Agreement is hereby extended until June 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two one (1) year terms for a maximum extension to June 30, 2027.
2. Exhibit "A" Scope of Services and Requirements - Service Area 3, is hereby amended as follows:
  2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
  2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
  2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in

length generated from routine yard maintenance shall be collected in limited quantities when placed curbside.

2. B. 2. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height.

2. B. 3. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may, at the County's sole option, subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service

charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found, in the County's sole opinion, to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor. Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$\_N/A\_ per customer per month. In the event of rear yard service rates, that rate would be 1.8 times the customer monthly price as outlined in the County ordinance. These new rates become effective on July 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

3. Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be lowered during this contract period.

3. Monthly Fuel Adjustment. Removed from this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor prominently displayed, shall be maintained in satisfactory

mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All spills shall be considered violations. The Contractor shall immediately report fuel and oil spills of any size to the C.O.R. and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly



payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart
- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

3. In all other respects, the Agreement shall remain in full force and effect.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

5. This Amendment and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

RICHLAND COUNTY

CAPITAL WASTE SERVICES, LLC

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print / Type Name

\_\_\_\_\_  
Print / Type Name

\_\_\_\_\_

\_\_\_\_\_

# SERVICE AREA #3 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9<sup>th</sup> day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC whose address is 911 Lady Street, Suite D, Columbia, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #3.

February  WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

## 1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.



B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

INITIALS: COUNTY  <CWS> 

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

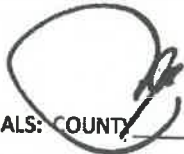

**2. ACTS, LAWS, ORDINANCES AND REGULATIONS**

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #3 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

**3. FINANCIAL INTEREST**

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

INITIALS: COUNTY  <CWS> 

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

**4. AFFIRMATIVE ACTION**

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

**5. AMENDMENTS**

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

**6. ANTI-KICKBACK PROCEDURES**

**A. Definitions specific to Section 6 of this Contract:**

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.



"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

**B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:**

- 1) Providing or attempting to provide or offering to provide any kickback;

3 of 30

INITIALS: COUNTY  <CWS> 



- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

**C. Requirements:**

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
  - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
  - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

**7. ASSIGNMENT OF AGREEMENT AND CONTRACT**


This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

**8. AUDIT AND RECORDS**

- A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
  - 1) The proposal for the modification;
  - 2) The discussions conducted on the proposal(s), including those related to negotiating;
  - 3) Pricing of the modification; or
  - 4) Performance of the modification.

- C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

4 of 30

INITIALS COUNTY <CWS> 

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

#### 9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

#### 10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

#### 11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

#### 12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

#### 13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

#### 14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

5 of 30

INITIALS: COUNTY <CWS>

equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

#### 15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

#### 16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

#### 17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

##### A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

INITIALS: COUNTY  <CWS> 

6 of 30

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

**B. Umbrella Liability Insurance**

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

**C. Business Auto Coverage:**

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

**D. Workers Compensation and Employers Liability Insurance:**

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

**E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:**

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

**F. Certificates of Insurance**

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

**18. LICENSES, PERMITS AND CERTIFICATES**

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

**19. NON-APPROPRIATIONS**

This Contract shall be subject to cancellation without damages or further obligations when funds are not

INITIALS: COUNTY  <CWS> 

7 of 30



appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## 20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Capital Waste Services LLC, 911 Lady Street Columbia South Carolina 29201*

## 21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.



## 22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

## 23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

INITIALS: COUNTY  <CWS> 

8 of 30



The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

**24. PERFORMANCE TIMELINE**

*January 31, 2022* @ *ym*      *Februar* @ *ym*

The period of the Contract is not to exceed ~~December 31, 2021~~, commencing ~~January 1, 2017~~, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

**25. PERMITS**

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

**26. PUBLICITY RELEASES:**

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

**27. QUALIFICATIONS:**

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

**28. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #3 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

**A. General Standards**

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

**B. Mandatory Minimum Responsibility Requirements:**

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

**C. Contractors Responsibility**

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #3.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

INITIALS: COUNTY  <CWS> 

5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

**29. SECURITY - COUNTY'S RULES:**

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #3 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

**30. SEVERABILITY:**

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

**31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:**

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

**32. STATEMENT OF COMPLIANCES AND ASSURANCES**



Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

**33. SUBCONTRACTS:**

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

INITIALS: COUNTY  <CWS> 

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

### 34. TAXPAYER IDENTIFICATION

#### A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

#### D. Taxpayer Identification Number (TIN).

- TIN \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

#### E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);



- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Other \_\_\_\_\_

**F. Common parent.**

- o Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- o Name and TIN of common parent:
- o Name \_\_\_\_\_
- o TIN \_\_\_\_\_

**35. TERMINATION:**

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

**36. SALE OF BUSINESS**

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.



**37. CONTRACT DOCUMENTS**

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #3
- C. The county solicitation package and the Capital Waste Services LLC submittal

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

**CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE**

INITIALS: COUNTY  <CWS> 



EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective ~~January 1, 2017.~~

February 08 *ju*

NOT USED

---

---

---

---

---

INITIALS: COUNTY *B* <CWS> *ju*

Capital Waste Services LLC

Print/Type Name of Agent: JAMES MIRAGE

Title of Agent: VP

Authorized Agent Signature: *[Signature]* Date: 11-8-16

Print/Type Name of Attestor: CAROL H. THIM

Signature of Attestor: *[Signature]* Date: 11/8/2016



SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

Authorized Agent Signature: *[Signature]* Date: 11/9/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor: *[Signature]* Date: 09 November 2016

SEAL

(Must be notarized by a Notary Public)

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

*[Signature]*

15 of 30

INITIALS: COUNTY <CWS> *[Signature]*

**EXHIBIT "A"**

**SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #3**

**1. REQUIREMENTS AND STANDARDS**

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #3 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

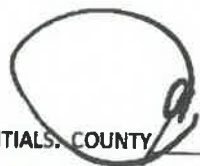

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

**2. SERVICES**

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1<sup>st</sup> to December 31<sup>st</sup> and from March 15<sup>th</sup> to May 15<sup>th</sup>. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.



A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

INITIALS: COUNTY  <CWS> 

- 4) Bulk item collection by appointment.
  - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
  - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
  - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
  - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
  - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
  - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
  - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
  - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
  - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
  - 6) Contractors shall not charge households for any appointment.
- E. Other

17 of 30

INITIALS: COUNTY  <CWS> 

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
  
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
  - a) Industrial and commercial waste, except as provided herein for approved small businesses;
  - b) Regulated hazardous materials;
  - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
  - d) Dirt, rocks, bricks, concrete blocks, etc.;
  - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
  - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
  - g) Dead animals,
  - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
  
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

18 of 30

INITIALS: COUNTY  <CWS> 



small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

19 of 30

INITIALS: COUNTY  <CWS> 

- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.



County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #3:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

<b>Service Area #3</b>	
<b>Unit Collection Rate</b> – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$20.32
<b>Backyard Service Rate</b> – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the <b>Unit Collection Rate</b>
<b>Annual Consumer Price Index (CPI) Adjustment</b>	Percentage Adjustment, up or down, to the <b>Unit Collection Rate</b> effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
<b>Fuel Base Rate*</b> is \$3.80 per gallon <b>Monthly Fuel Adjustment</b>	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website ( <a href="http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm">http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm</a> ) for the billing month.
<b>Monthly Fuel Adjustment Schedule</b>	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

**\*If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

20 of 30

INITIALS: COUNTY  <CWS> 

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

**4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES**

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.



The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Capital Waste Services LLC so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be

21 of 30

INITIALS: COUNTY  <CWS> 



operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #3 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

## 5. CONTRACTOR

### A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

**B. OTHER PERSONNEL**

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

**C. DRESS**

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

**D. QUALITY CONTROL**

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

**E. RECORDS**

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

**F. SAFETY REQUIREMENTS**

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment



incidents related to work performed under this contract.

**G. VEHICLE IDENTIFICATION**

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

**H. VEHICLE REGISTRATION**

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

**I. GASOLINE AND OIL SPILL CONTROL**

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

**J. CONTINGENCY PLAN**

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

**K. DISASTER SUPPORT PLAN**

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

**6. SCOPE AND REQUIREMENTS**

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

#### A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

#### B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a

26 of 30

INITIALS: COUNTY  <CWS> 

decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

#### C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

#### D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

#### E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster,

27 of 30

INITIALS: COUNTY

<CWS>



epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
  - first offense - \$250.00
  - second offense - \$500.00
  - third offense - \$1,000.00
  - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
  - First offense - \$250.00
  - Second offense - \$500.00
  - Third offense - \$1,000.00
  - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
  - First offense - \$250.00
  - Second offence - \$500.00
  - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following

28 of 30

INITIALS: COUNTY  <CWS> ym



finer:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

#### F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

#### G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;

29 of 30

INITIALS: COUNTY

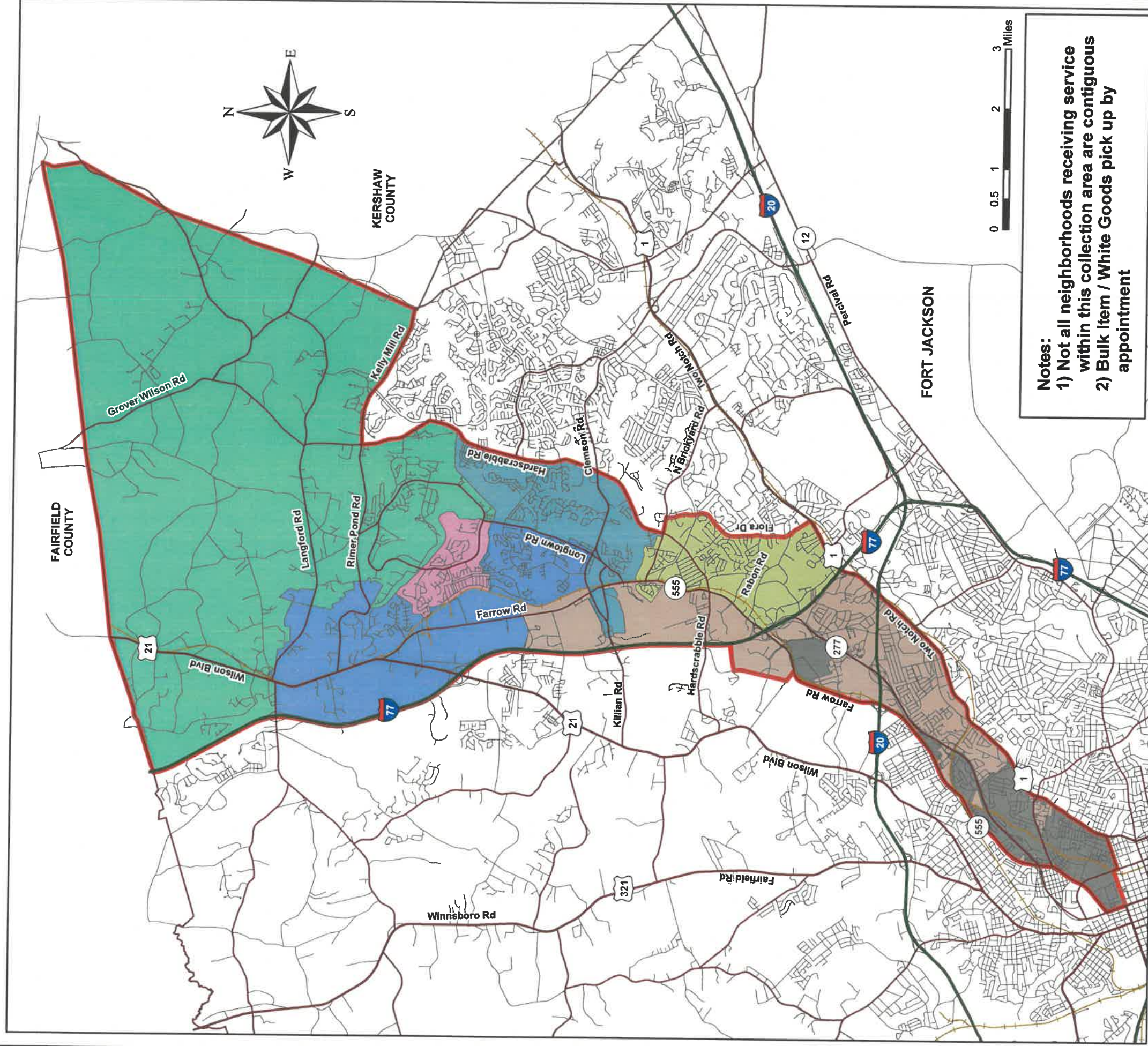
<CWS>

- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.






# Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 3



**Notes:**  
 1) Not all neighborhoods receiving service within this collection area are contiguous  
 2) Bulk Item / White Goods pick up by appointment



**PUBLIC WORKS**

\* Yard Waste is Same Day as Garbage  
Recycling is Every Other Week A or B

Legend	Collection Days*
<span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px; vertical-align: middle;"></span> Collection Area Boundary	<span style="display: inline-block; width: 15px; height: 10px; background-color: #e67e22; vertical-align: middle;"></span> Monday / Monday B
<span style="display: inline-block; width: 15px; height: 10px; background-color: #95a5a6; vertical-align: middle;"></span> No Collection - Municipality or Federal Land	<span style="display: inline-block; width: 15px; height: 10px; background-color: #27ae60; vertical-align: middle;"></span> Tuesday / Tuesday B
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #3498db; vertical-align: middle;"></span> Wednesday / Wednesday B
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #2980b9; vertical-align: middle;"></span> Thursday / Thursday B
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #e91e63; vertical-align: middle;"></span> Thursday / Friday A
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #27ae60; vertical-align: middle;"></span> Friday / Friday B



# Richland County Council Request for Action

**Subject:**

Solid Waste & Recycling Collection Area 5A Contract Amendment

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve a contract amendment and extension for Collection Area 5A with Capital Waste Services LLC.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	April 26, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 18, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 4, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 16, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Solid Waste & Recycling Collection Area 5A Contract Amendment		

**RECOMMENDED/REQUESTED ACTION:**

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 5A with Capital Waste Services, LLC.

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 & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, Capital Waste Services, LLC. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

**REGULATORY COMPLIANCE:**

This negotiation is consistent with the County Procurement Ordinance.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.



#### STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with Capital Waste Services, LLC. Those negotiations achieved favorable results for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collections program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

#### ATTACHMENTS:

1. Area 5A Contract Amendment
2. Area 5A Existing Contract
3. Area 5A Collection Area map

STATE OF SOUTH CAROLINA	)
	) AMENDMENT TO SERVICE AREA #5A
COUNTY OF RICHLAND	) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Capital Waste Services, LLC (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Service Area #5A Collections Agreement and Contract, dated January 1, 2019 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, on \_\_\_\_\_, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on July 1, 2022 and expires on June 30, 2025, but allows for two additional renewal periods for a maximum extension to June 30, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments:

Exhibit "A" Scope of Services and Requirements - Service Area 5A:

- 2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
- 2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
- 2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside.
- 2. B. 2. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height.
- 2. B. 3. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$43.20 per customer per month. These new rates become effective on July 1, 2022.

Backyard service rate- calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

3. Annual Consumer Price Index Adjustment. Percentage adjustment, up or down, to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI reaches negative inflation, the per unit price will not be adjusted backwards.

4. Monthly Fuel Adjustment. Removed from this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. The Contractor shall immediately report fuel and oil spills of any size to the C.O.R. and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart



- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

To County: \_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF** this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Contractor

Capital Waste Services, LLC

\_\_\_\_\_  
Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

\_\_\_\_\_  
Witness

## SERVICE AREA 5A COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 2<sup>nd</sup> day of January, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC, (CWS) whose address is 1450 Bluff Road, Columbia, SC 29201, hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2019. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 5A.

### WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

#### 1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, Information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC"
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area 5A provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;



- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
  - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
  - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

#### 9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

#### 10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

#### 11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

#### 12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

#### 13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

#### 14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

#### 15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

#### 16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

#### 17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

##### A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

**B. Umbrella Liability Insurance**

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

**C. Business Auto Coverage:**

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

**D. Workers Compensation and Employers Liability Insurance:**

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

**E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:**

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

**F. Certificates of Insurance**

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

**18. LICENSES, PERMITS AND CERTIFICATES**

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

**19. NON-APPROPRIATIONS**

This Contract shall be subject to cancellation without damages or further obligations when funds are not



appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## 20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Capital Waste Services LLC, 1450 Bluff Road, Columbia, SC 29201*

## 21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

## 22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

## 23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of fifty percent (50%) of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.



The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

**24. PERFORMANCE TIMELINE**

The period of the Contract is not to exceed December 31, 2023, commencing January 1, 2019, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

**25. PERMITS**

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

**26. PUBLICITY RELEASES:**

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

**27. QUALIFICATIONS;**

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

**28. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #5A and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

INITIALS: COUNTY  <CWS> 

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #5A.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #5A and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

#### 34. TAXPAYER IDENTIFICATION

##### A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

##### D. Taxpayer Identification Number (TIN).

- TIN \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

##### E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other \_\_\_\_\_

F. *Common parent.*

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC, during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #5A

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

INITIALS: COUNTY  <CWS>



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2019 and expires on December 31, 2023.

---

Capital Waste Services LLC

Print/Type Name of Agent:

MATT PARKER

Title of Agent:

PRESIDENT

Authorized Agent Signature:



Date: 1/2/19

Print/Type Name of Attestor:

Signature of Attestor:

  
SEAL

Date: January 2, 19

(Must be notarized by a Notary Public)

---

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent:

EDWARD B GAMEAU

Title of Agent:

Richland County Administrator

Authorized Agent Signature:



Date: 12-18-18

Print/Type Name of Attestor:

Signature of Attestor:

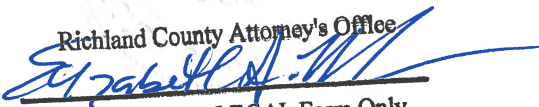
  
**ASHIYA A. MYERS**  
Notary Public, State of South Carolina  
My Commission Expires 6/7/2022

Date: 18 December 2018

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office

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

14 of 29

INITIALS: COUNTY  <CWS>

## EXHIBIT "A"

### SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #5A

#### 1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #5A to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

#### 2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1<sup>st</sup> to December 31<sup>st</sup> and from March 15<sup>th</sup> to May 15<sup>th</sup>. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

- 4) Bulk items and yard waste will be collected by same truck, at the same time and delivered comingled to the County approved disposal site. Bulk items and yard waste shall be collected on the yard waste collection day, every other week opposite the regular recycling week.
- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
- 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.

B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.

- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
- 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
- 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

C. Recyclables shall be collected pursuant to the following conditions:

- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
- 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
- 3) Recyclables shall be collected using roll carts designated by the COR.

D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:

- 1) The number of bulk items collected during each scheduled appointment shall be limited to four items.
- 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
- 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- 5) All bulk items shall be transported to the County designated disposal or recycling facility.
- 6) Contractors shall not charge households for any appointment.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
  - a) Industrial and commercial waste, except as provided herein for approved small businesses;
  - b) Regulated hazardous materials;
  - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs or three 39-gallon bags) placed with the yard waste.
  - d) Dirt, rocks, bricks, concrete blocks, etc.;
  - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
  - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
  - g) Dead animals,
  - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day



November  
December

Thanksgiving Day  
Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #5A by the Unit Collection Rate per household garbage roll cart

18 of 29

INITIALS: COUNTY

 <CWS> 



- or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #5A shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
  - C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
  - D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
  - E. Payment will not be made for collection, transportation and disposal services other than County approved services;
  - F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
  - G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
  - H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #5A:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

<b>Service Area #5A</b>	
<b>Unit Collection Rate</b> – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$21.35
<b>Backyard Service Rate</b> – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	2.5 times the <b>Unit Collection Rate</b>
<b>Annual Consumer Price Index (CPI) Adjustment</b>	Percentage Adjustment to the <b>Unit Collection Rate</b> effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
<b>Fuel Base Rate* is \$3.80 per gallon</b> <b>Monthly Fuel Adjustment</b>	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website ( <a href="http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm">http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm</a> ) for the billing month.

INITIALS: COUNTY  <CWS>

**Monthly Fuel Adjustment Schedule**

For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container.
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be by appointment. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

**4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES**

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Capital Waste Services LLC, so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and

INITIALS: COUNTY  <CWS> 

collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #5A in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

## 5. CONTRACTOR

### A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day

21 of 29

INITIALS: COUNTY  <CWS> 

performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

**B. OTHER PERSONNEL**

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

**C. DRESS**

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

**D. QUALITY CONTROL**

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

**E. RECORDS**

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

**F. SAFETY REQUIREMENTS**



The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

**G. VEHICLE IDENTIFICATION**

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

**H. VEHICLE REGISTRATION**

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

**I. GASOLINE AND OIL SPILL CONTROL**

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

**J. CONTINGENCY PLAN**

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not



leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

#### A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of

the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

**B. TRANSPORTATION OF SOLID WASTE:**

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

**C. DISPOSAL OF SOLID WASTE**

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

**D. REGULATION AND ASSURANCES:**

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and

INITIALS: COUNTY  <CWS> 

governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

#### E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
  - first offense - \$250.00
  - second offense - \$500.00
  - third offense - \$1,000.00
  - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
  - First offense - \$250.00
  - Second offense - \$500.00
  - Third offense - \$1,000.00
  - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
  - First offense - \$250.00
  - Second offence - \$500.00
  - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the

27 of 29

INITIALS: COUNTY

<CWS>



complaint is not resolved.

- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
  - First offense - \$1,000.00
  - Second offense - \$2,000.00
  - Third offense – \$5,000.00
  - Fourth offense - Termination of this Contract
- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the fines from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

**F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE**

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 years and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.

28 of 29

INITIALS: COUNTY



<CWS>



- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

**G. CONTRACTOR'S QUALIFICATIONS**

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.




The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

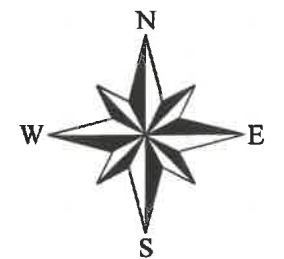
- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

# Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program

## Collection Area 5A

### Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land

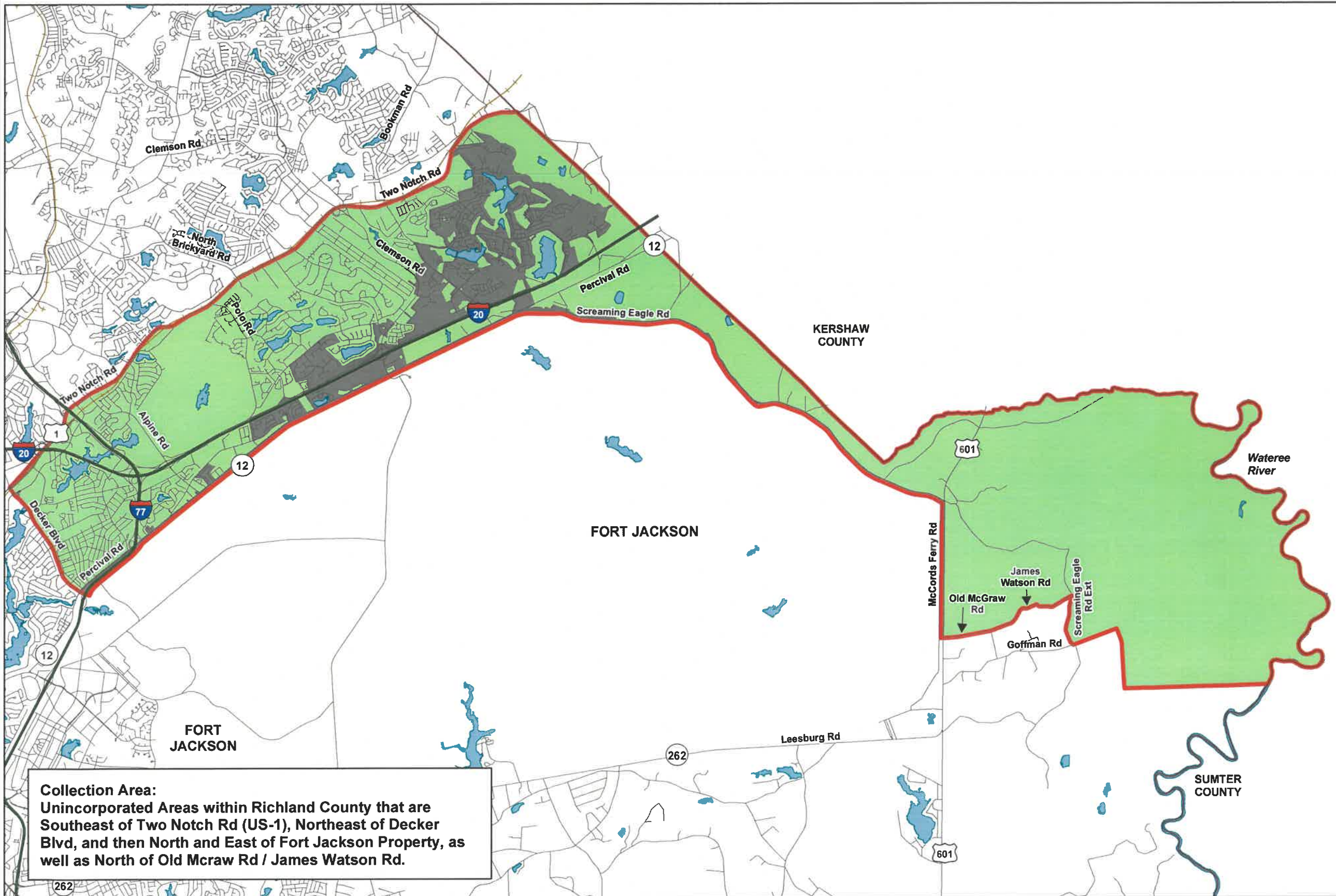


0 0.5 1 2 Miles



# PUBLIC WORKS

FEBRUARY 2022



**Collection Area:**  
 Unincorporated Areas within Richland County that are Southeast of Two Notch Rd (US-1), Northeast of Decker Blvd, and then North and East of Fort Jackson Property, as well as North of Old Mcraw Rd / James Watson Rd.





**Agenda Briefing Addendum**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Contributor:</b>	John Ansell	<b>Title:</b>	General Manager
<b>Contributor:</b>	Click or tap here to enter text.	<b>Title:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	June 2, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Approved for Consideration:</b>	Assistant County Administrator		
<b>Committee:</b>	Administration & Finance		
<b>Agenda Item:</b>	4 e&f. Department of Public Works – Solid Waste & Recycling –Areas 3 & 5a Contract Amendment		

*Instructions: Use this form to provide responses to those questions asked by members of Council during their discussion of your item. Include the question under those fields titled "Council Inquiry" and provide your response under those fields titled "Reply."*

**COUNCIL INQUIRY #1:**

Can you add definitions to the Contract Amendment?

*Reply:*

As advised by legal, the definitions have not been changed so it would not be appropriate to add those to the Contract Amendment since they already exist in the current Collections Contract.

**COUNCIL INQUIRY#2:**

Why does the Amendment not have a statement saying this supersedes previous language?

*Reply:*

The Amendment provided did have that language on page 1. Legal had advised that the proper statement should read "Whereas, the parties wish to extend the term and amend certain portions of the Agreement". In this case, the word amend indicates previous language has been superseded by the Contract Amendment. This language has been included.

**COUNCIL INQUIRY#3:**

In the Amendment, 2.B.1 through 3 all relate to yardwaste. Why can this not be one paragraph?

*Reply:*

The numbering corresponded with the original Collection Contract. Mr. Malinowski's suggestion was incorporated and it now reads as one cohesive paragraph labeled 2.B.1.

**COUNCIL INQUIRY#3:**

2.E.1. is confusing and does it relate to damaged roll carts?

*Reply:*

It does not. Damaged roll carts is covered under section 6.G. This paragraph was included to shift any civil liability from the County to the Contractor in the event personal property was damaged due to a poorly place roll cart after curbside collections. This statement was added, "In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage".

**COUNCIL INQUIRY#4:**

The numbering under 3 is confusing, why? What is C.O.R.? Are there any other notifications under spill response?

*Reply:*

In the original contract, under 3.C., there is a table inserted without labeling. We have clarified this table by adding "3 Table" in the amendment to correspond accordingly. The acronym stands for Contracting Officer's Representative. This has been addressed and spelled out in the amendment. In addition to notifying the C.O.R., we have added the Department of Health & Environmental Control (DHEC) for spill notification. Richland County and DHEC would be the correct agencies to receive this notification.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

Area 3 Contract Amendment

Area 5a Contract Amendment



STATE OF SOUTH CAROLINA )  
 ) AMENDMENT TO SERVICE AREA #5a  
COUNTY OF RICHLAND ) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Capital Waste Services LLC. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area #5a Collections Agreement and Contract, dated January 2, 2018 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on \_\_\_\_\_, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until January 1, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two one (1) year term for a maximum extension to January 1, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 5a:

- 2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
- 2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
- 2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$ 43.20 per customer per month. These new rates become effective on July 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All spills shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SCDHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart



In all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

**IN WITNESS WHEREOF** this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Capital Waste Services LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

Authorized signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

## Richland County Council Request for Action

**Subject:**

Closed - Circuit Television with Trailer Purchase

**Notes:**

May 24, 2022 – The A&F Committee recommended Council to approve the purchase of a closed-circuit television (CCTV) with trailer from Southern Vac to help maintenance staff with preventative maintenance of the Utilities sewer collection system assets.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	Maintenance
<b>Date Prepared:</b>	May 4, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 17, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 10, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 6, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Closed-Circuit Television with Trailer purchase		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends purchasing the closed-circuit television (CCTV) with trailer from Southern Vac to help maintenance staff with preventative maintenance of the Utilities sewer collection system assets.

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 Rausch Mobile Pro C135 Camera and trailer cost is \$154,141.33. This purchase will be funded through Utilities' current FY 22 budget from account 2110367000 in heavy equipment object, 531400.

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

None.

**REGULATORY COMPLIANCE:**

The CCTV helps in compliance to reduce sewer overflows with the regulatory agencies such as South Carolina Department of Health and Environmental Control (SCDHEC).

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The Utilities Department's current CCTV has reached the end of its useful life and is not operational. The camera has been repaired multiple times and is no longer repairable. Our maintenance staff uses the CCTV to view the inside of our sewer collection system to perform preventative maintenance and to identify areas to repair. We cannot troubleshoot our sewer lines by visual observation.

We utilized the North Carolina Sherriff's Association (NCSA's) Heavy Equipment Procurement Program to purchase the CCTV. By using the NCSA's Heavy Equipment Procurement Program, Utilities will be able to receive the CCTV to do the work immediately instead of hiring a contractor to do the job, which is not cost-effective.

If the request is denied, Utilities will need to hire a third-party contractor to perform CCTV inspection of the sewer lines. We face the risk of increased volumes of sewer overflows, customer complaints, and damage claims related to prolonged piping failures occurring while waiting for third-party to respond.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

The Utilities Department has used the same vendor and procedure to purchase the Vector Mudslinger Diesel Vacuum trailer with the approval of Richland County Procurement. This will meet the Council's Strategic Plan Goal 7.3, Modernize Technology.

#### **ATTACHMENTS:**

1. Fleet manager's approval with the Quote
2. NCSA's Heavy Equipment Procurement Program
3. NC's Sheriff's Association Contract Award Program



**RICHLAND COUNTY, SOUTH CAROLINA**  
**Requisition For Supplies/Services**

Attachment 1

Department Account #
Requisition Sequence #

**Vendor:**

**Company Name:** Southern Vac  
**Address:**  
 1520 Pineview Rd.

<b>City:</b>	Columbia
<b>State:</b>	SC
<b>Zip Code:</b>	29209

**Point of Contact (Name):**  
 Richard Davey

**Telephone/Fax/e-mail:** Phone: 803-609-9140  
 Email Rdavey@Southern-Vac.com

**Ship To:**

**Department:** Utilities  
**Address:**  
 7525 Broad River Road

<b>City:</b>	Irmo
<b>State:</b>	SC
<b>Zip Code:</b>	29063

**Receiving Person (Name):**  
 Tariq Hussain

**Telephone/Fax/e-mail:** Phone: 803-404-0045  
 Email: hussain.tariq@richlandcountysc.gov

No.	Description, Specifications and/or Scope of Work	U/I	Qty	Unit Price	Total Price
1	Rausch Mobile Pro C135 Camera Trailer <b>NCSA Heavy Equipment Bid 22-06-0426</b>	each	1	\$105,840.00	\$105,840.00
2	NCSA Discount (6%)	each	1	-\$6,350.40	-\$6,350.40
3	NCSA Base Accessories	each	1	\$57,608.22	\$57,608.22
4	NCSA Accessories Discount (6%)	each	1	-\$3,456.49	-\$3,456.49
5	South Carolina Sales Tax	each	1	\$500.00	\$500.00
6	Total Cost	each	1	\$154,141.33	\$154,141.33
<p><b>Contact: Bill Peters, County Fleet Manager</b>            400 Powell Rd., Columbia, SC 29203            Phone: 803-576-2457            Email: peters.bill@richlandcountysc.gov</p>					
<b>Use:</b>	Additional Specialty Equipment to Fleet Inventory				

I certify that there are sufficient funds in my departmental budget to make this purchase. I further certify that there are sufficient unencumbered funds to pay for items requisitioned in my departmental budget for the current fiscal year. I hereby understand that I may be held personally liable for funds expended in excess of the amount appropriated by County Council for the current year.

W. H. Peters   
 Richland County Fleet Manager

April 7, 2022  
 Date

Account Number

RAC-F-2000





1520 Pineview Rd.  
Columbia, SC 29209  
Phone (803) 358-0221, Fax (803) 358-0431  
Website: [www.southern-vac.com](http://www.southern-vac.com)

North Carolina Sheriffs  
Association:  
Heavy Equipment Bid:  
22-06-0426



April 7, 2022

**Richland County Utilities**  
**Attn: Tariq Hussain and Michael Teran**  
**7525 Broad River Rd.**  
**Irmo, SC 29063**

Gentlemen,

Southern Vac is pleased to offer **Richland County Utilities** the following quote on a **Demonstrator Rausch Mobile Pro C135 Camera Trailer under NCSA Heavy Equipment Bid 22-06-0426**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Regards,

Richard Davey



# Specifications For: Richland County Utilities

## Demonstrator Rausch Mobile Pro C135 Trailer

<p><b>USMP135</b> SYSTEM, MOBILE PRO C 135</p>
<p>111212A Control Unit Assy, MOBILE Pro: Integrated 12" monitor, PC Control Out, Two multi-functional joysticks, Digital Recorder w/ Text Generator, Photo, Video</p>
<p>111213A Cable Drum Assy, Cubix 300 w/ 1000 FT</p>
<p>111145A Crawler, C 135 MOBILE Pro</p>
<p>111233 Camera, KS 135 NTSC MOBILE Pro</p>
<p>US9572 Kit, Wheel Set, Rubber: - Set of 4 6" wheels - Set of 4 Spacer Hubs (for 8"+) - Set of 4 10" wheels</p>
<p>110708 Hook, Lifting/Lowering Hook L135/SAT135</p>
<p>KU1295 Cart-In Rope</p>
<p>110931 Air Pressure Filling System</p>
<p>111004 Pulley Assy, Deflection DN150</p>
<p>110719 Kit, Spare Parts L135</p>
<p>110751 Kit, Spare Parts KS135</p>
<p><b>110980</b> Electric Lift, L135 VTS w/ Rearview Camera NTSC</p>
<p><b>111306</b> Sensor, Locating 512 Hz/33Khz L135C</p>
<p><b>EB3288</b> Cable Assy, Extension Mobile Pro &gt; Cubix 16 Ft. (5m)</p>
<p><b>K13141</b> Ring, Mounting Mobile Pro to Cubix</p>
<p><b>111201</b> Tool Kit</p>

<b>US9574</b> Kit, Wheels, Aggressive
111180 Wheel, Aggressive Traction 8" 95X17
111181 Wheel, Aggressive Traction 6" 85X17
<b>US9580</b> Kit, Pneumatic Wheel Set, - Set of 4 210 x 65 Inflatable Wheels
HG9437 Wheel, Inflatable 210 X 65
<b>IN1142</b> Computer, Laptop Latitude 14 Rugged 5414
<b>US8049R</b> Software, POSM Pro License Package Including 1 Year Software support and Sensoray Video Encoder
US9133 Software, POSM Pro Full Version
US9148 Software, Support POSM Pro 1 Yr.
US9444 Module, Video Encoder/Decoder 2253Sensoray POSM
<b>Quicklock System</b> Unit comes outfitted with existing Quicklock System and accessories.
Comes with accessory nozzles 100066-S, 200110-C and 2J-349-26-01
<b>Mounted in Old South Freedom Trailer</b> *Equipped with Honda Generator, tool cabinet, work desk and washdown tank

NCSA Base Module Total Price: **\$105,840.00**  
NCSA 6% Discount Price: **\$99,489.60**  
NCSA Base Accessories Price: **\$57,608.22**  
NCSA 6% Accessories Discount Price: **\$54,151.73**

**NCSA Total Price: \$153,641.33**

\*Price good for 30 days

\*\*Price dependent on unit availability (K19-040)

**Key**

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

**\*\*TAXES AND FEES ASSOCIATED WITH REGISTERING AND TITLING OF ON-HIGHWAY EQUIPMENT IS THE RESPONSIBILITY OF THE BUYER\*\***

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Southern Vac Representative: \_\_\_\_\_

Date: \_\_\_\_\_



**rausch** USA



**RAVO**  
FAYAT GROUP

**KEG**

**KWMI**  
MANUFACTURING



# Heavy Equipment Procurement Program



The goal of the NCSA's Heavy Equipment Procurement Program, formerly known as the Refuse Truck Procurement Program, is a cooperative bid program that achieves competitive pricing on equipment that county and city government agencies purchase, including but not limited to refuse truck bodies and chassis, earth movers, lawn mowers, dump bodies, fork lifts, refuse carts and more. The association's program helps to eliminate duplication of effort through the creation of one statewide bid that can be used by all counties and municipalities in the Southeast. Our role is to act as an advocate for your agency during the purchasing process and to provide you with a program that delivers great financial savings along with quality customer service, while using a system that is easy to navigate.

If you have any questions about the association's Heavy Equipment Procurement Program please contact Jason Bennett, Director of Business Development, at 919-459-8195 or [jbennett@ncsheriffs.net](mailto:jbennett@ncsheriffs.net).

For an opinion from the UNC School of Government on the legality of the association's procurement programs, please click [here](#).

Purchasing agencies: please don't forget to submit a copy of your purchase orders to Kaylyn Mitman at [kmitman@ncsheriffs.net](mailto:kmitman@ncsheriffs.net).



North Carolina Sheriffs' Association  
Heavy Equipment Procurement Program  
Contract Award Agreement

Heavy Equipment Procurement Program  
Bid 22-06-0426

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment effective May 18, 2021.

Congratulations, your dealership has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your dealership's bid for Solicitation Number 22-06-0426, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Drew Gilbert

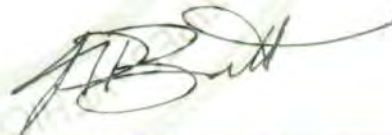
Printed Name of Authorized Representative

Southern Vac

Contractor/Dealership Name (Please Print)

May 18, 2021

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2021

Date

# Richland County Council Request for Action

**Subject:**

Verizon Wireless Lease Renewal

**Notes:**

May 24, 2022 – The A&F Committee recommended Council approve the renewal of the lease on behalf of Verizon Wireless.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Ashiya Myers	<b>Title:</b>	Assistant to the County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	May 10, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 17, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 18, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 18, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Verizon Wireless Lease Renewal		

**RECOMMENDED/REQUESTED ACTION:**

Mr. Nick Steinhaus has requested the renewal of the lease on behalf of Verizon Wireless. He has also indicated this matter is time sensitive due to the expiration of the prior lease.

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:**

During FY2020, the County received \$23,369.52; however, the County did not receive any payments after the lease expired in FY2021.

FY22	\$0
FY21	\$0
FY20	\$23,369.52
FY19	\$22,688.88
FY18	\$22,028.04
FY17	\$21,386.40

The prior four years increased by 3% each year and not by the Consumer Price Index (CPI).

The County Administrator has indicated we will request the funds not received during FY2021 and FY2020.

**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	Click or tap here to enter text.
Meeting	Choose an item.
Date	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

The County initially approved the lease of 400 sq. ft. of space to Verizon Wireless in the 4th floor mechanical room within the Judicial Center for equipment to support three groups of rooftop antennas on June 16, 2000, for the annual sum of \$9,000.

The agreement was subsequently amended in 2004 to request the addition of operational and support equipment within their existing leased space. The annual lease was increased to \$15,000 with a 3% increase implemented annually on July 1st that began July 1, 2005.

Verizon submitted a second amendment in 2012 requesting the County to allow the addition of three antennas to the Judicial Center rooftop to be located on existing antenna mounts. County Council approved the second amendment at its July 31, 2012 Special Called meeting.

The 2012 lease expired on June 30, 2020. Verizon would like to extend the term of the lease for four (4) additional five-year terms. Rent currently escalates using a consumer price index (CPI) based formula; however, the company no longer uses CPI as a rent escalator due to difficulties in administering them. They have proposed to replace that escalator with an annual rent increase of 2.5%.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

1. July 31, 2012 – Request of Action and Council Minutes Excerpt
2. Second Lease Amendment
3. Correspondence dated May 09, 2022 from Nick Steinhaus, Verizon
4. Proposed Lease Amendment

# Richland County Council Request of Action

**Subject**

Verizon Wireless Request to Add Antennas to Leased Space **[PAGES 17-23]**

**Reviews**



## Richland County Council Request of Action

**Subject:** Verizon Wireless Request to Add Antennas to Leased Space

### **A. Purpose**

County Council is requested to approve a contract amendment between Richland County and Verizon Wireless to allow equipment upgrades within the Verizon leased space on the Judicial Center roof.

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

The County initially approved the lease of 400 sq. ft. of space to Verizon Wireless in the 4<sup>th</sup> floor mechanical room within the Judicial Center for equipment to support three groups of rooftop antennas on June 16, 2000, for the annual sum of \$9,000. Based on the requirements of the 2000 agreement Verizon must submit a written request to perform improvements to the equipment located at this site. Their method for complying with this requirement is to submit via amendment.

In June 2004 Verizon submitted amendment #1 requesting to add operational and support equipment within their existing leased space. During this process the annual lease was increased to \$15,000 with a 3% increase implemented annually on July 1<sup>st</sup> that began July 1, 2005. A dedicated electrical supply was also created and meter installed to monitor the power consumption of the Verizon equipment allowing for accurate reimbursement to the County for actual electricity consumed by Verizon in addition to the annual lease.

Verizon has now submitted amendment #2 requesting to allow the addition of three antennas to the Judicial Center rooftop to be located on *existing antenna mounts*. The space and capacity is available on the existing antenna mounts due to the technology improvements allowing for a reduction of approximately 50% of the existing antennas from the existing antenna mounts during the 2004 improvements. There will be no physical changes made to the facility or existing Verizon equipment beyond adding three antennas to existing mounts maintained by Verizon.

Facilities and Grounds Division personnel reviewed the drawings and technical information provided for the hardware in amendment #2 and determined there are no concerns with placing the antennas on the existing mounts. We also asked IT to review the technical specifications of the new antennas to be sure there would be no concerns that the frequencies or operating perimeters would affect the county's equipment. IT noted they found no interference concerns, therefore they noted no concerns with allowing the antenna additions.

Verizon will conduct all work necessary and estimates that it will take less than one day to install the new antennas.

### **C. Financial Impact**

There will be no financial impact to the County for approving Verizon's request

**D. Alternatives**

1. Approve the request to allow Verizon Wireless to install the new antennas on the existing Verizon rooftop antenna mounts
  - a. There is no cost or physical impact to the County as Verizon owned cabling and mounts are already in place for mounting the antennas and making them operational
  - b. The space lease agreement already has an annual increase and electricity use reimbursement built into the agreement
2. Do not approve the request to allow Verizon Wireless to install the antennas

**E. Recommendation**

It is recommended that Council approve alternate #1 for the request to allow Verizon to install the antennas

Recommended by: John Hixon    Department: Support Services    Date: 7/2/12

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 7/3/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 7/3/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Clerk of Court**

Reviewed by: Jeanette McBride

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 7/24/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 7/25

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the proposed amendment to the Verizon lease agreement.

**SECOND AMENDMENT TO BUILDING AND ROOFTOP  
LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT** (the "**Amendment**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, ("**Effective Date**") by and between **Richland County**, a body politic ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**RECITALS:**

**WHEREAS**, Lessor and Columbia Cellular Telephone Company, Lessee's predecessor in interest, entered into that certain Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 (as amended, the "**Agreement**"), pursuant to which Lessee leases from Lessor 400 square feet on the fourth floor and certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201 ("the "**Property**"); and

**WHEREAS**, the Parties desire to amend the Agreement to, among other things, allow Lessee to modify Lessee's rooftop equipment.

**NOW THEREFORE**, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor hereby permits Lessee to install three (3) additional Antel BXA-70040-SCF-2 antennas on the existing rooftop antenna mounts. The final configuration of Lessee's permitted rooftop mounted equipment is listed on **Exhibit A** attached hereto.
2. There is no rent increase associated with this Amendment.
3. Any capitalized term used, but not defined, in this Amendment is deemed to have the meaning ascribed to that term in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall control. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

Lessee Site Name/No: Assembly Street/20673

4. Lessor and Lessee each hereby warrant to the other that the person (or persons) executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

**LESSOR:**

**Richland County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership**

**d/b/a Verizon Wireless**

By: \_\_\_\_\_

Hans F. Leutenegger

Area Vice President Network

Date: \_\_\_\_\_



---

Lessee Site Name/No: Assembly Street/20673

**EXHIBIT A**

Final Configuration of Lessee's Rooftop Mounted Equipment

Number of Antennas: Six (6) Antel BXA-70040-SCF-2 antennas  
Six (6) panel antennas (in reserve)

Coax Number/Size: Twelve (12) 1-5/8"

8520594.1

3

**Item# 3**

### THIRD READING ITEMS

**12-22MA, Jonathan Giles, Robert Giles, RM-HD to NC (.33 Acres), 1157 & 1159 Olympia Ave., 11203-01-03 & 04** – Mr. Livingston moved, seconded by Mr. Jeter, to defer this item until the September 11<sup>th</sup> Council meeting. The vote in favor was unanimous.

**An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax** – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote was in favor.

### REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

**Amendment to Thomas and Hutton Contract for Floodway Remapping** – Ms. Hutchinson stated that the committee recommended approval of this item. The vote in favor was unanimous.

### REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

**Verizon Wireless Request to Add Antennas to Leased Space** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Sheriff Department Grant Position Pick-Up Request [FIRST READING]** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Sheriff Department Request for Salary Fringe Funds [FIRST READING]** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Airport Improvement Grant** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Additional Personnel for Blythewood Magistrate** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Approval of funds for CDBG and HOME Administrative Shortfall [FIRST READING]** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**Approval of FY12-13 Budgets with the FY12-16 Consolidated Plan for Community Development Funds** – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**SECOND AMENDMENT TO BUILDING AND ROOFTOP  
LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT** (the "**Amendment**") is entered into this 10 day of September, 2012, ("**Effective Date**") by and between **Richland County**, a body politic ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**RECITALS:**

**WHEREAS**, Lessor and Columbia Cellular Telephone Company, Lessee's predecessor in interest, entered into that certain Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 (as amended, the "**Agreement**"), pursuant to which Lessee leases from Lessor 400 square feet on the fourth floor and certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201 ("the "**Property**"); and

**WHEREAS**, the Parties desire to amend the Agreement to, among other things, allow Lessee to modify Lessee's rooftop equipment.

**NOW THEREFORE**, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor hereby permits Lessee to install three (3) additional Antel BXA-70040-8CF-2 antennas on the existing rooftop antenna mounts. The final configuration of Lessee's permitted rooftop mounted equipment is listed on **Exhibit A** attached hereto.
2. There is no rent increase associated with this Amendment.
3. Any capitalized term used, but not defined, in this Amendment is deemed to have the meaning ascribed to that term in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall control. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.


Lessee Site Name/No: Assembly Street/20873

4. Lessor and Lessee each hereby warrant to the other that the person (or persons) executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

**LESSOR:**

**Richland County**

By:   
Name: Kelvin E. Washington, Sr.  
Title: Council Chairman  
Date: July 31, 2012

**LESSEE:**

**Cellco Partnership  
d/b/a Verizon Wireless**

By:   
Hans F. Leutenegger  
Area Vice President Network  
Date: September 10, 2012

---

Lessee Site Name/No: Assembly Street/20673

**EXHIBIT A**

**Final Configuration of Lessee's Rooftop Mounted Equipment**

Number of Antennas: Six (6) Antel BXA-70040-SCF-2 antennas  
Six (6) panel antennas (in reserve)

Coax Number/Size: Twelve (12) 1-5/8"



**From:** [Steinhaus, Nick](#)  
**To:** [Richland County Clerk of Council Office](#); [Admin Office](#)  
**Subject:** Verizon Wireless Lease Renewal  
**Date:** Monday, May 9, 2022 5:29:35 PM  
**Attachments:** [20673 Lease, Assembly Street.pdf](#)  
[20673 1st Amdt, Assembly Street.pdf](#)  
[20673 2nd Amdt, Assembly Street.pdf](#)  
[20673 Draft 3rd Amdt, Assembly Street.doc](#)  
**Importance:** High

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon: I represent Verizon Wireless in connection with a lease for rooftop space on Richland County's building located at 1701 Main Street, Columbia, SC 29201. The lease expired on June 30, 2020. Verizon would like to extend the term of the lease for 4 additional 5 year terms. Rent currently escalates based on a CPI based formula. Verizon no longer utilizes these types of rent escalators due to difficulties in administering them. Accordingly, we have proposed to replace that escalator with an annual rent increase of 2.5%. I've attached a draft Third Amendment capturing these terms.

Given that the lease expired in June of 2020, there is some urgency in renewing this lease. Please feel free to reach out to me with any questions or comments. If there is someone else that I need to speak with regarding this matter, I would appreciate it if you could redirect me to the appropriate contact.

**Nick Steinhaus**

Office Managing Shareholder  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
1501 Main Street, Suite 310  
Columbia, South Carolina 29201  
Direct: 803.251.8828  
Mobile: 803.727.9410  
Email: [nsteinhaus@bakerdonelson.com](mailto:nsteinhaus@bakerdonelson.com)  
[www.bakerdonelson.com](http://www.bakerdonelson.com)

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, South Carolina, Tennessee, Texas, Virginia and Washington, D.C.

**NOTICE:** This electronic mail transmission with any attachments may constitute an attorney-client communication, protected health information (PHI) or other confidential information that is in fact confidential, legally protected from disclosure and/or protected by the attorney-client privilege. If you are the intended recipient, please maintain confidentiality and be aware that forwarding this e-mail to others may result in a waiver of these protections and privileges and regardless electronic communications may be at times illegally accessed and viewed. If you are not the intended recipient, this e-mail is not intended for transmission to you, nor to be read, reviewed, used, distributed or even received by you or any other unauthorized persons. If you have received this electronic mail transmission in error, please double delete it from your system immediately without copying, reading or disseminating it, and notify the sender by reply e-mail, so that our address record can be corrected. Thank you very much.

### THIRD AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT

This Third Amendment to Building and Rooftop Lease Agreement (this “Amendment”) is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between **RICHLAND COUNTY**, hereinafter “Lessor”, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, hereinafter “Lessee”. Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

**WHEREAS**, Lessor and Lessee, or their predecessors in interest, entered into a Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 and as further amended by that certain Second Amendment to Building and Rooftop Lease Agreement dated September 10, 2012 (collectively the “Agreement”) whereby Lessee leases from Lessor certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201, as further described in the Agreement;

**WHEREAS**, the term of the Agreement will expire on June 30, 2020 and Lessor and Lessee hereby desire to amend the Agreement in order to extend the term and to otherwise modify the Agreement as hereinafter described.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Effective upon the expiration of the current term, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates the Agreement at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
3. Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

Effective on July 1, 2020 and on each subsequent July 1<sup>st</sup> thereafter during the term of the Agreement, annual rent shall increase by two and five-tenths percent (2.5%) over the annual rent paid during the immediately preceding lease year.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
5. The Agreement and this Amendment contain all agreements, promises or understandings

between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LESSOR:

**RICHLAND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

**CELLCO PARTNERSHIP**

d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Ashiya A Myers	<b>Title:</b>	Assistant to the County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Contributor:</b>	David Bertolini	<b>Title:</b>	Manager, Operational Services
<b>Date Prepared:</b>	May 25, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Approved for Consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Committee:</b>	Administration & Finance		
<b>Agenda Item:</b>	4h. County Administrator's Office - Verizon Wireless Lease Renewal		

**COUNCIL INQUIRY #1:**

The amendment does not mention remuneration of past fees due to the expiration of the lease.

*Reply:*

Per Mr. Nick Steinhaus, Verizon is working to provide the back rent payment as soon as possible. The following language has been added to Paragraph 4 of the amendment:

*The Parties acknowledge that rent has been paid through June 30, 2020. Lessee remains obligated to pay, and Lessee shall pay to Lessor within ninety (90) days of full execution of this Amendment, all outstanding monthly installments of rent dating back to July 1, 2020.*

**COUNCIL INQUIRY#2:**

Members of the committee inquired as to electricity costs associated with the “dedicated electrical supply...and meter installed to monitor the power consumption of the Verizon equipment...”

*Reply:*

Per Operational Services, the annual electricity costs for the 400 square foot space is approximately \$1,000 per year. The amount is adequately covered as a portion of the lease payment.

**COUNCIL INQUIRY#3:**

What is Paragraph 4 to be omitted?

*Reply:*

Please Attachment 2 “Original Lease Agreement as approved in 2000” with the highlighted referenced text to be omitted.



### **COUNCIL INQUIRY#3:**

Members referenced page 145 and requested clarification regarding the inclusion and edits of language therein in the proposed contract.

#### *Reply:*

Included as an attachment on pages 143-145 of the published Administration & Finance agenda packet were documents provided to the Council in 2012 which summarize the request and include comments from the reviews of former staff members.

This information is not a part of the contract nor any amendments thereto. The document captures internal review procedures performed by former staff to provide information to the Council for their review, discussion, and action.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

#### **ATTACHMENTS:**

1. Revised Proposed Lease Amendment
2. Original Lease Agreement has approved in 2000

**THIRD AMENDMENT TO  
BUILDING AND ROOFTOP LEASE AGREEMENT**

This Third Amendment to Building and Rooftop Lease Agreement (this “Amendment”) is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between **RICHLAND COUNTY**, hereinafter “Lessor”, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, hereinafter “Lessee”. Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

**WHEREAS**, Lessor and Lessee, or their predecessors in interest, entered into a Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 and as further amended by that certain Second Amendment to Building and Rooftop Lease Agreement dated September 10, 2012 (collectively the “Agreement”) whereby Lessee leases from Lessor certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201, as further described in the Agreement;

**WHEREAS**, the term of the Agreement will expire on June 30, 2020 and Lessor and Lessee hereby desire to amend the Agreement in order to extend the term and to otherwise modify the Agreement as hereinafter described.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Effective upon the expiration of the current term, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates the Agreement at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
3. Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

Effective on July 1, 2020 and on each subsequent July 1<sup>st</sup> thereafter during the term of the Agreement, annual rent shall increase by two and five-tenths percent (2.5%) over the annual rent paid during the immediately preceding lease year.

4. The Parties acknowledge that rent has been paid through June 30, 2020. Lessee remains obligated to pay, and Lessee shall pay to Lessor within ninety (90) days of full execution of this Amendment, all outstanding monthly installments of rent dating back to July 1, 2020.

5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.

6. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LESSOR:

**RICHLAND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

**CELLCO PARTNERSHIP**

d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VERIZON WIRELESS  
DEAL MEMO

Revision: 8/3/95

SUBMITTAL DATE: June 16, 2000

MARKET NAME: SOUTHEAST

REGIONAL ATTORNEY: GCP

SITE NAME/IDENTIFIER: ASSEMBLY STREET COL-2065

SYSTEM: COL

PROJECT# 994428

COST CENTER# \_\_\_\_\_

CONFIDENTIAL

PROSPECTIVE LOCATION \*DEAL\*MEMO  
FIELD APPROVAL FOR CONTRACT

FIELD ATTORNEY  
NAME:  
PHONE:

REAL ESTATE ANALYST: JE REGIONAL DIRECTOR: [Signature] Prioritization: \_\_\_\_\_  
REGIONAL EXECUTIVE DIRECTOR APPROVAL: [Signature] DATE: 6/22/2000

I've reviewed the Environmental/FCC requirements and am satisfied that there are no restrictions and that the site does not fall into Environmental/FCC restricted areas pursuant to 47 C.F.R. Part 1, Subpart 1.  
List any useful information (i.e. scheduling importance/impact to system, critical timing factors, relationship to other sites, etc.

THIS IS A BUILDING AND ROOFTOP LEASE AGREEMENT WITH RICHLAND COUNTY, SOUTH CAROLINA. THE FORM USED IS THE BELL ATLANTIC MOBILE STANDARD BUILDING AND ROOFTOP LEASE AGREEMENT WITH MODIFICATIONS AS SHOWN IN THE REDLINE COPY.

Site Type: Full Cell  CBS  Repeater  Solar Powered Rerad  Microcell   
(Power/No Telco) (No Power/No Telco)

DRAFT PREPARATION: GARY C. PENNINGTON \_\_\_\_\_  
Regional Attorney HQ Real Estate

Contract Type: Option/Lease  Option/Purchase  Lease  Sublease  Purchase  License Agreement   
If Sublease: Attach Prime Lease \_\_\_\_\_

Type of Site: Land  Existing Tank  Building  Existing Tower

Owner's Complete Name: RICHLAND COUNTY  
(as appears on deed) RICHLAND COUNTY

Owner's Complete Mailing Address ( For Fed Ex) 2020 HAMPTON STREET, COLUMBIA, SOUTH CAROLINA 29204

LESSOR's Complete Mailing Address: 2020 HAMPTON STREET COLUMBIA, SOUTH CAROLINA 29204

LESSOR's Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

Federal Tax ID/Social Security#: \_\_\_\_\_

Form of Ownership: Marital Status  Sole Proprietor  Joint Tenancy   
(Specify)

Corporation  General Partnership  Limited Partnership

Other  COUNTY Define (define)

Legal Name of Signee(s): \_\_\_\_\_

LESSOR's Attorney Information: Name: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

Where contract should be forwarded? FIELD  
(Owner, Owner Attorney, Field)

#required originals for owner/LICENSEE (1 or 2?) 1



Complete Property Address:

(Street) 1701 MAIN STREET

(County) RICHLAND COUNTY (Township) \_\_\_\_\_

(City, State) COLUMBIA, SOUTH CAROLINA 29202

Property Legal Description: SEE EXHIBIT A TO ROOFTOP LEASE

Deed, Book, Page (Preferred) DEED BOOK 382 PAGE 554, DEED BOOK 446, AT PAGE 721

Office of Recording: RICHLAND COUNTY REGISTER OF DEEDS

Lot and Block \_\_\_\_\_

Tax Parcel F# (if applicable) A PORTION OF 9614

As recorded on the tax map of the COUNTY of RICHLAND

(County, City, Town, Township etc.)

BAM LICENSE/MARKET/PARTNERSHIP NAME: COLUMBIA CELLULAR TELEPHONE COMPANY

COMPLETE BELOW FOR LEASE/LICENSE:

Duration of Option & Extensions: N/A Option & Extensions \$'s: N/A

Duration/Initial Lease/License Term: FIVE (5) YEARS

Annual Rent/ Initial Term: \$9,000.00 /Duration - Lease/License Extensions: 3 for 5 Years

Fixed Increases/Extensions : CPI ANNUAL INCREASE

Local Permits Received: VERIZON'S RESPONSIBILITY

Commencement Date of License Agreement :  Building Permit  At Execution  Other

IF PURCHASE, COMPLETE ATTACHED PAGE : N/A

COMPLETE BELOW FOR ALL CONTRACTS:

Access/Utility Easements Required/Attached?: N/A

Environmental Language Required?: N/A

Right of First Refusal? NO

Deed Attached for Property? (Critical for Recording) N/A

Deed attached for adjoining easements if required? N/A

Survey ordered? COMPLETE

Name, Address Surveyor ARCADIS GERAGHTY & MILLER

Insurance Provisions:  Self Insured  Insurance Certificate   
(Preferred)

Other relevant terms:

Title work: Attached NO If not, Date Ordered: (PREVIOUSLY SENT)  
(Preferred)

Title Company: Name N/A

(For recording purposes) Address: N/A

Site directions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GENERAL SITE INFORMATION

LAND AGREEMENT: Parcel Dimensions: N/A SINCE A CO-LOCATION  
Size of Equipment Shelter: \_\_\_\_\_  
Access defined on sketch?: \_\_\_\_\_  
Nearest Public Right of Way: \_\_\_\_\_  
Building /Tower located on sketch?: \_\_\_\_\_

EXISTING STRUCTURE AGREEMENT:(i.e, tower, tank)  
Tower Identifier: \_\_\_\_\_  
Lat \_\_\_\_\_ Long \_\_\_\_\_  
Ground Elevation \_\_\_\_\_  
FAA Application attached?: \_\_\_\_\_  
FCC Determination attached?: \_\_\_\_\_  
Overall height of structure: \_\_\_\_\_  
Mounting height of BAM Antennas: \_\_\_\_\_  
Type, # , size of BAM antennas: \_\_\_\_\_  
Cable size: \_\_\_\_\_  
Does tower owner control land? \_\_\_\_\_  
IF NO: COMPLETE LAND SECTIONS FOR SEPARATE LEASE

EXISTING BUILDING AGREEMENT: Location of equipment space: 4TH FLOOR  
Dimension of equipment space: SEE EXHIBIT A TO LEASE AGREEMENT  
8\*x 10\* Ex Sketch attached?: SEE EXHIBIT A TO LEASE AGREEMENT  
#, size, type antennas: 12 CSS SA-13  
Rooftop sketch attached?: SEE EXHIBIT A TO LEASE AGREEMENT  
Parking Space Available? YES  
(Negotiate whenever possible)

LEASE vs. PURCHASE ANALYSIS  
(To be completed prior to formal offer)

Proposed Purchase Price: \$ N/A SINCE A CO-LOCATION

Parcel Size: \_\_\_\_\_

Existing Structures on Premises? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Appraisal attached:  
(Required for auditing purposes) \_\_\_\_\_

Appraised value: \$ \_\_\_\_\_

Estimated Closing Date \_\_\_\_\_

Local attorney to handle closing: \_\_\_\_\_ Phone# \_\_\_\_\_

Estimated Lease terms & dollars: \$ \_\_\_\_\_

(Note: Required for financial analysis)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Purchase Justification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL GUIDELINES

- Rent increases fixed/CPI only when absolutely necessary.
- Assignment-language must be verbatim!
- We retain right to sell insurance = Corporate preference
- NO NAMED INSURED OR ADDITIONAL INSURED/Against Corporate Policy.
- 4/5 year terms (Minimum) a must.
- Absolutely no usage credit!!
- NO fair market value rent increase!

## REQUIRED DOCUMENTATION

- 3 Original Lease/Purchase contracts
- 3 Original Memorandums
- 1 Corporate Resolution ( if applicable)
- Notarized & Witnessed

\\Gary\c\_drive\My Documents\BAM\SC\ASSEMBLY STREET\DealMemo.wpd

DOC # -BRA9-26-97

### BUILDING AND ROOFTOP LEASE AGREEMENT

This Agreement, made this 29<sup>th</sup> day of April, 2000, between **RICHLAND COUNTY**, a body politic and political subdivision of the State of South Carolina, with its principal offices located at 2020 Hampton Street, Columbia South Carolina 29204, hereinafter designated LESSOR, and **COLUMBIA CELLULAR TELEPHONE COMPANY**, a General Partnership of the State of South Carolina, d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

#### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

#### LEASE AGREEMENT

1. LESSOR hereby leases to LESSEE approximately four hundred (400') square feet on the fourth (4th) floor of the premises at 1701 Main Street, Columbia, South Carolina 29201, as shown on **Sheet S2** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", and as shown on the Tax Map of the County of Richland as TMS No. 9614, and being further described in Deed Book 446 at Page 721 and Deed Book 382 at Page 544, as recorded in the Office of Register of Deeds for Richland County, together with that area of the roof as shown on **Sheet S1** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Property". For access from Five (5:00) o'clock p.m. until Nine (9:00) o'clock a.m., Monday through Friday, and for weekend access, however, LESSEE will contact the Richland County Sheriff's Department at Telephone Number (803) 929-6177. LESSEE bears the responsibility for all costs and liability associated with its installation and maintenance of any wires, cables, conduits, pipes, or any of its equipment in, on, or added to the Judicial Center.

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space to the leased roof space.

2. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Nine Thousand and no/100ths (\$9,000.00) Dollars to be paid in equal monthly installments on the first



day of the month, in advance, to Richland County, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by all parties

If permitted by the local utility company servicing the Property, LESSEE shall furnish and install an electrical submeter at the Property for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

3. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. The rental for the second year and each succeeding year shall be increased to the annual rental determined thereof by a formula as follows:

$$\text{Renewal Rent} = (\text{Basic Rent}) + ((\text{IR}-\text{IL})/\text{IL} \times \text{Basic Rent})$$

Definitions: IR is the Consumer Price Index for the month which is three (3) months) immediately preceding the month in which the Renewal Term commences.

IL is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which this Lease commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics (CPI-W) of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of Renewal Rent for the Renewal Term shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LESSEE.

5. LESSEE shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition. Upon commencement of this Agreement, LESSEE shall be entitled to make the improvement as shown on the construction drawings attached hereto and incorporated herein as Exhibit A. LESSEE will maintain the Property in good condition, reasonable

wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Property as set forth above. In the event that any of such applications for such Governmental Approvals should be finally rejected through no fault of LESSEE or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations including the payment of money, to each other.

6. LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property or the space of which the Property is a part, by the LESSEE, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

LESSOR agrees that LESSEE may self insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

7. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to LESSOR or other current lessees of the premises. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that any other tenants of the property, excluding LESSOR itself, who currently have or in the future take possession of LESSOR's building will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to LESSEE.
8. LESSEE, upon termination of the Agreement, shall, within thirty (30) days, remove its equipment, fixtures and all personal property and restore the Property to its original condition, reasonable wear and tear. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
9. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

10. LESSOR covenants that LESSEE, on paying the rent and performing covenants shall peaceably and quietly have, hold and enjoy the leased Property.
11. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.
12. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement.
13. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.
14. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed
15. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**LESSOR: RICHLAND COUNTY**  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator

**LESSEE: COLUMBIA CELLULAR TELEPHONE COMPANY**  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

16. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
17. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.
18. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
19. In the event of damage by fire or other casualty to the Property that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Property for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Property, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.
20. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Property for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.
21. The submission of this Agreement for examination does not constitute an offer to lease the Property and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of

such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

RICHLAND COUNTY

BY: Kit Smith [SEAL]

ITS: Chair

LESSEE:

COLUMBIA CELLULAR TELEPHONE COMPANY,  
D/B/A VERIZON WIRELESS

BY: CELLCO PARTNERSHIP, ITS MANAGING  
GENERAL PARTNER

BY: David Lynch [SEAL]

Richard J. Lynch  
Executive Vice President and Chief  
Technical Officer

W. Anthony McDonald  
WITNESS

Warren A. Miller  
WITNESS

Chad Long  
WITNESS

Clara Taylor  
WITNESS

Richland County Attorney's Office

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



SNS 6.2.00  
ASSEMBLY ST.  
COL-2065

**EXHIBIT A**  
**CONSTRUCTION DRAWINGS**

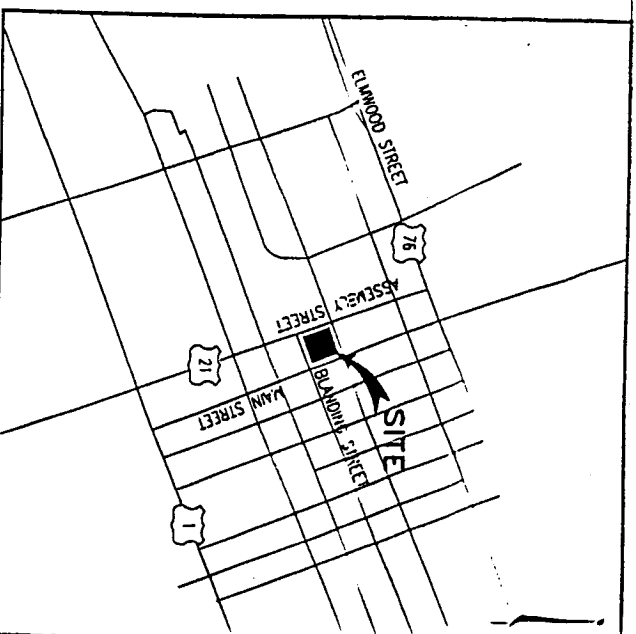
# Celco Partnership ~~dba~~ Bell Atlantic Mobile

## BASE TRANSCIVER ROOF MOUNT SITE

994408

ASSEMBLY STREET  
CITY OF COLUMBIA  
SOUTH CAROLINA  
JOB NO. # GS994408.0000/00001

DIRECTIONS :  
TAKE I-26 SOUTH TILL IT TURNS INTO  
ELMWOOD AVE.(US-76) FOLLOW ELMWOOD  
AVENUE APPROX. 1/2 MILE TO ASSEMBLY  
STREET. TURN RIGHT ON ASSEMBLY STREET  
APPROXIMATELY .75 MILES. SITE IS ON  
ROOF OF RICHLAND COUNTY MUNICIPAL  
BUILDING ON LEFT.



VICINITY MAP

### INDEX OF DRAWINGS

DWG.	TITLE	DWG.	TITLE
S1	ROOF ANTENNA PLAN	E1	ROOF GROUNDING PLAN
S2	PARTIAL 4th FLOOR PLAN TELECOM EQUIPMENT	E2	4th FLOOR ELECTRICAL PLAN
S3	SECTION AND DETAILS	E3	ENLARGED EQUIPMENT AREA PLAN
S4	GENERAL NOTES AND MOUNT PLAN	E4	SINGLE LINE DIAGRAM AND NOTES
S5	CUSTOM MOUNT PLAN, ELEVATION AND DETAIL		

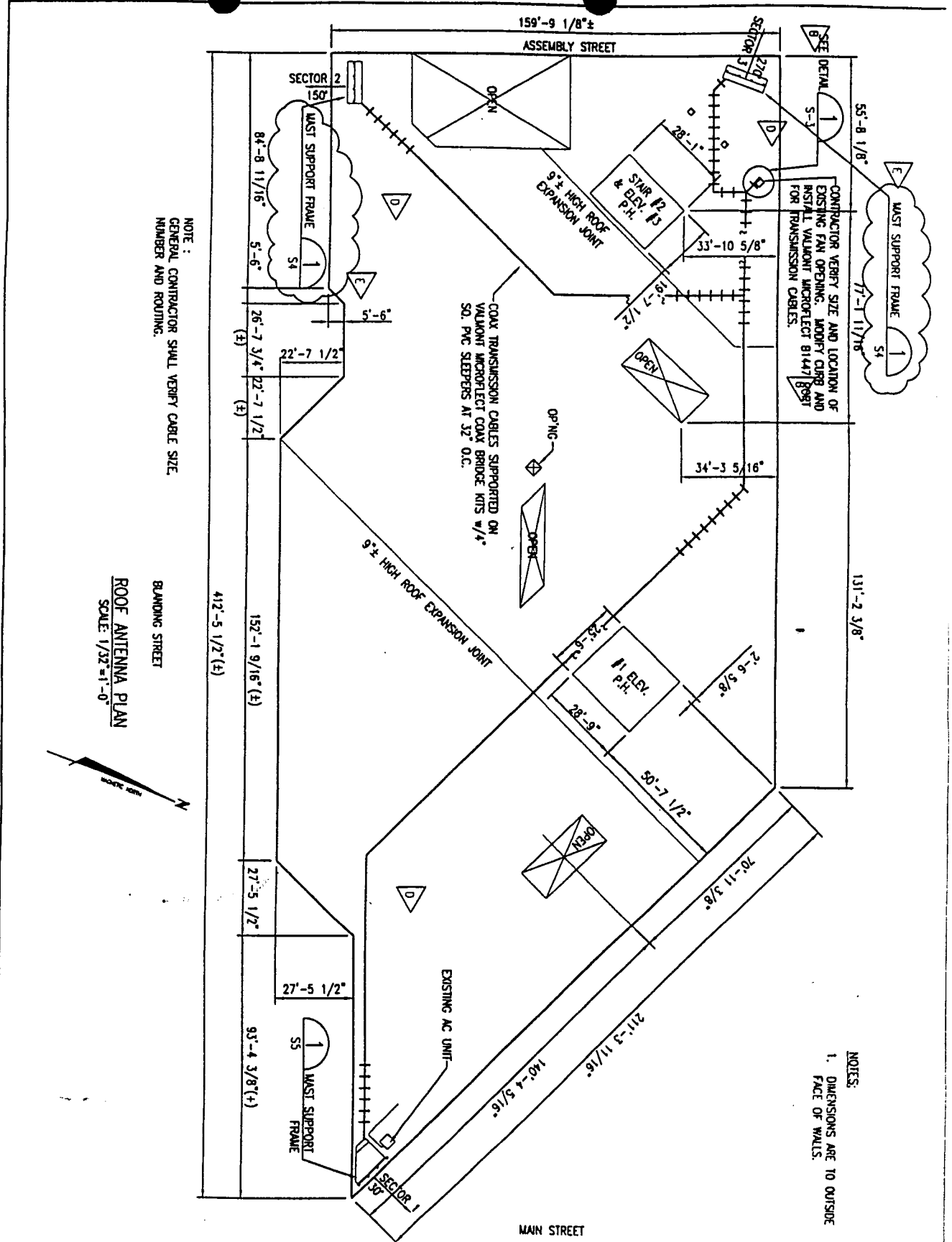
PREPARED BY:

**ARCADIS GERAGHTY & MILLER**



420 Park Avenue, Post Office Box 1717  
Greenville, South Carolina 29602-1717  
Tel: 864/242-1717 Fax: 864/235-9062

EXHIBIT A

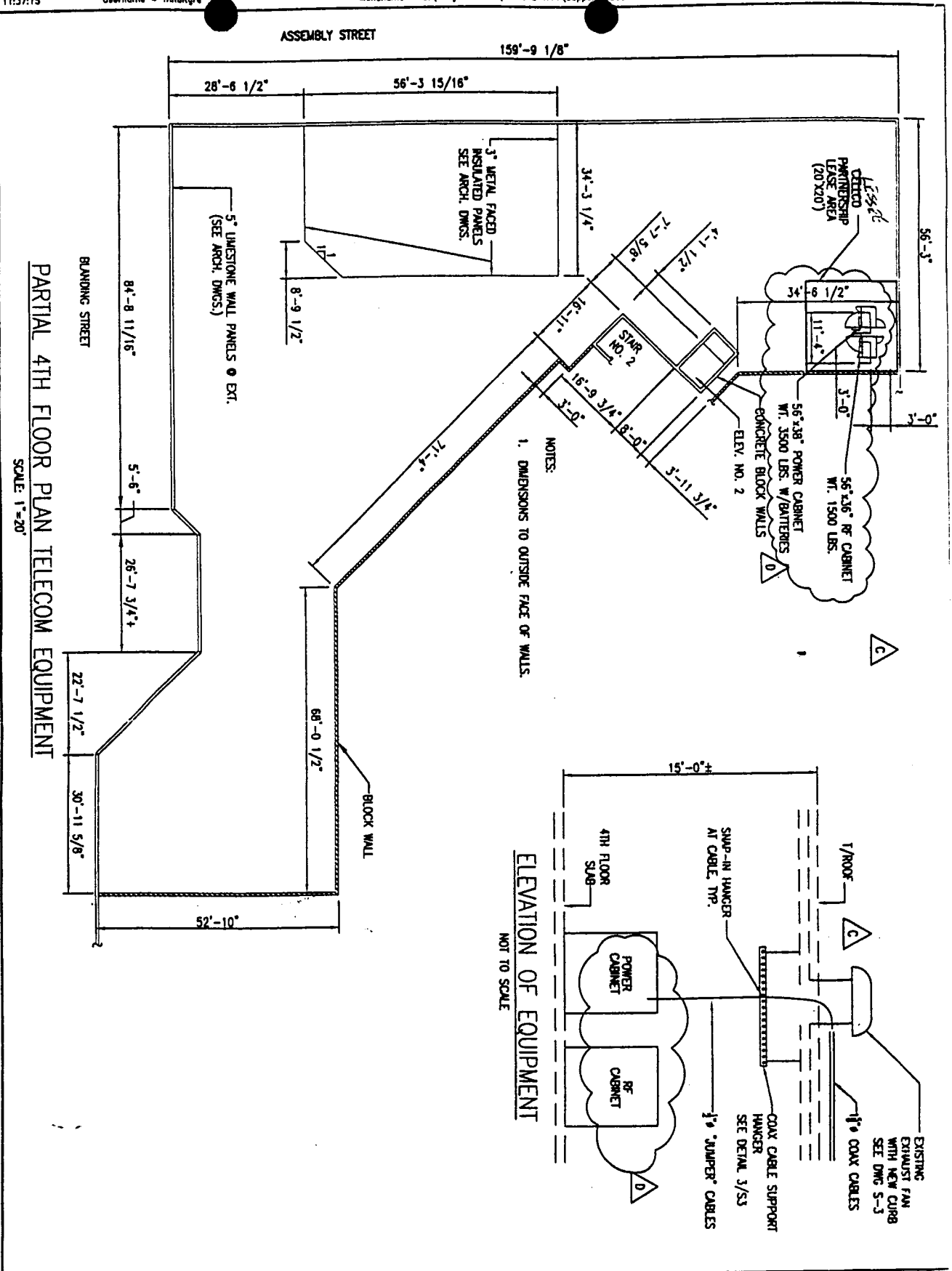


NOTE:  
GENERAL CONTRACTOR SHALL VERIFY CABLE SIZE,  
NUMBER AND ROUTING.

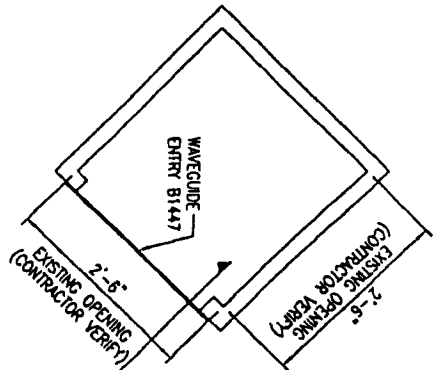
BLANDING STREET  
**ROOF ANTENNA PLAN**  
SCALE: 1/32" = 1'-0"

NOTES:  
1. DIMENSIONS ARE TO OUTSIDE  
FACE OF WALLS.

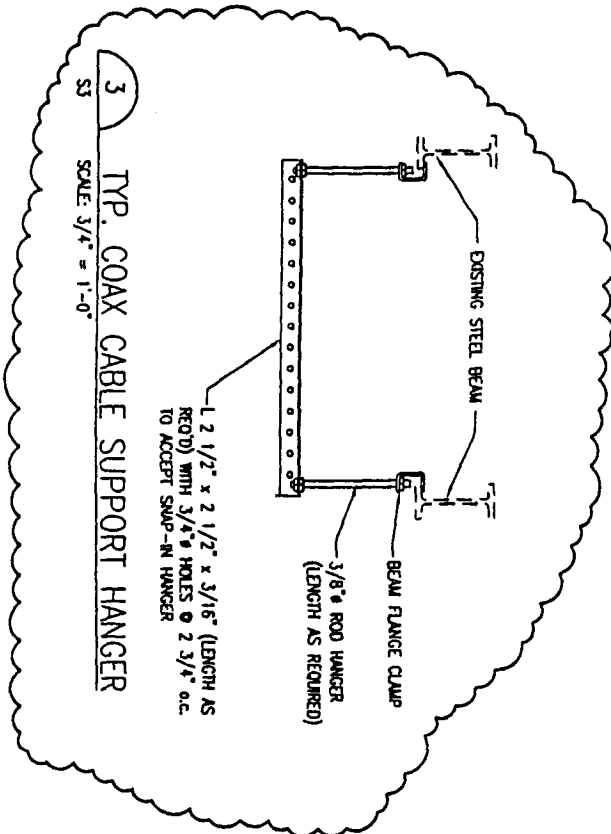
350 of 653																											
<b>ARCADIS</b> GERAGHTY & MILLER 420 Park Avenue, Port Office Bldg. 1717 Columbia, South Carolina 29802-1717 Tel: 803/752-1717 Fax: 803/752-5082																											
<b>Callico Partnership dba</b> <i>Deloitte &amp; Touche</i> 994408 ASSEMBLY STREET ROOF ANTENNA PLAN																											
1 2 3 4 5 6 7 8 9 10 11 12 DATE REVISION BY CHECKED APPROVED	<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>			1	2	3	4	5	6	7	8	9	10	11	12												
1	2	3	4	5	6	7	8	9	10	11	12																
3-2-00 PROJECT NO. 994408 DRAWING NO. S1 PROJECT NAME: CS994408.0000 DRAWN BY: S1																											



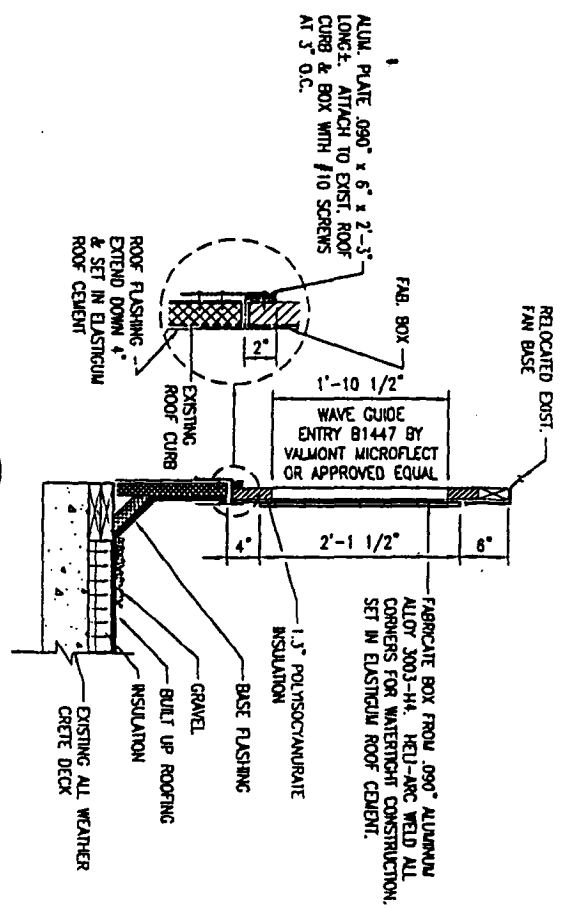
<p>9914408 ASSEMBLY STREET PARTIAL 4TH FLOOR PLAN TELECOM EQUIPMENT</p>		<p>ARCADIS GERAGHTY &amp; MILLER</p> <p>420 Post Avenue, First Office Bldg. 1717 Columbia, South Carolina 29802-1717 Tel: 803/732-1212 Fax: 803/732-9882</p>		<p>SOUTH CAROLINA PROFESSIONAL REGISTER No. 6734 WILLIAM HUNTER REGISTERED PROFESSIONAL ENGINEER TELECOMMUNICATIONS ENGINEER</p>		<p>3/4-000 PROJECT NUMBER LOG SHEET DATE BY CHECKED DATE BY SCALE SHEET</p>		<p>63994408.0000 S2</p>	
---	--	--	--	--	--	---	--	-----------------------------	--



1 FAN MOUNTING - PLAN VIEW  
SCALE: 3/4" = 1'-0"



3 TYP. COAX CABLE SUPPORT HANGER  
SCALE: 3/4" = 1'-0"



2 SECTION  
SCALE: 3/4" = 1'-0"

1. SEE NOTES ON DRAWING 54
2. USE VALMONT MICROFLECT (OR APPROVED EQUAL) ENTRY PORT BOOT FOR CABLE ENTRY. PROVIDE MANUFACTURER'S WEATERTIGHT CAP OR PLUG AT UNUSED PORTS.

<p>994408 ASSEMBLY STREET SECTION AND DETAIL</p>	<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>470 Park Avenue, First Office Bldg 1717 Crestline, South Carolina 29622-1717 Tel: 803/752-1717 Fax: 803/752-5082</p>	<p><b>REGISTERED PROFESSIONAL ENGINEER</b> SOUTH CAROLINA No. 6728 WALTER HUNTER</p>	<p>DATE: 11/17/99 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: AS SHOWN</p>	<p>CS994408.00001 S3</p>
--	---	--	---	------------------------------



**GENERAL NOTES**

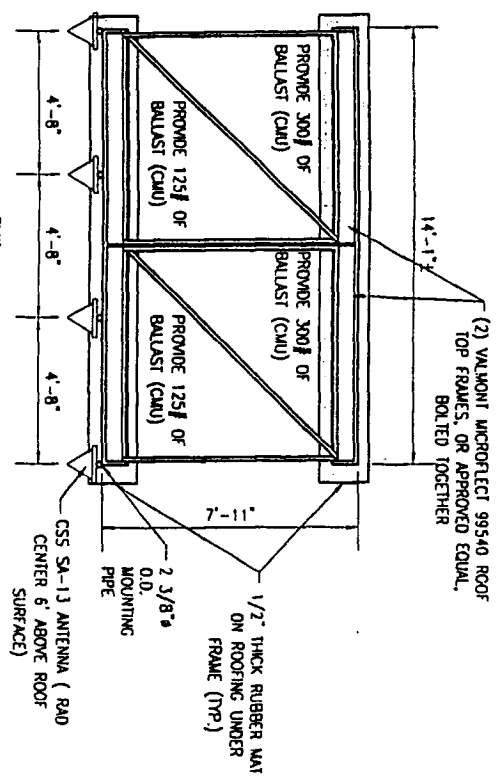
1. TEMPORARY ROOF PROTECTION - THE ROOF AROUND THE WORKING AREAS SHALL BE TEMPORARILY PROTECTED AS WELL AS THE PARTS BETWEEN THE WORK AREA AND ROOF ENTRY DOORS. THE METHOD OF PROTECTION SHALL COMPLY WITH ANY ROOF WARRANTY THAT MAY BE IN EFFECT IF PENETRATING SUBSTANCES, SUCH AS ACIDS, CHEMICALS OR TOOLS ARE TO BE USED DURING CONSTRUCTION. PROVIDE ADDITIONAL PROTECTION TO PREVENT ROOF DAMAGE.
2. EXISTING ROOF CONDITION - PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL RECORD THE CONDITION OF THE ROOF BY PHOTOGRAPHING ALL AREAS THAT WILL BE AFFECTED. AT HIS DISCRETION THE CONTRACTOR MAY PHOTOGRAPH ANY OTHER STRUCTURES WITHIN PROXIMITY TO WORK AREAS, IN ORDER TO RECORD THEIR CONDITION ALSO. THESE PHOTOGRAPHS SHALL BE ASSIGNED IN A NOTEBOOK IDENTIFYING EACH PHOTOGRAPH WITH LOCATION AND OBJECT PICTURED. A SUMMARY OF THE INSPECTION OF THE ROOF STATING IT'S CONDITION SHALL ACCOMPANY THE PHOTOS AND WILL BE PROVIDED TO THE A/E PRIOR TO COMMENCING THE WORK. IF THE CONDITION OF THE ROOF IS IN A POOR STATE, THE CONTRACTOR SHALL NOTIFY THE A/E IMMEDIATELY. A MEETING WILL BE ARRANGED TO ENSURE WORK WILL PROCEED WITHOUT DISPUTE OF ROOF RESTORATION RESPONSIBILITY.
3. FIRE PROTECTION - COMPLY WITH OSHA STANDARDS THROUGHOUT THE PROJECT. WHEN OPERATING TOOLS THAT PRODUCE SPARKS, FLAME, OR HEAT, THE CONTRACTOR WILL RESCUATE AN INDIVIDUAL TO STAND BY THE INDIVIDUAL OPERATING THE TOOL WITH A 20 LB. ABC FIRE EXTINGUISHER WITH IT'S PIN REMOVED AND READY TO USE IN CASE OF A FIRE. THE CONTRACTOR WILL PROVIDE AT ALL TIMES ONE PROPERLY CHARGED 20 LB. ABC FIRE EXTINGUISHER WITHIN CLOSE PROXIMITY TO THE WORK AREA. THE FIRE EXTINGUISHER SHALL HAVE BEEN INSPECTED WITHIN THE PAST YEAR. IT SHALL BE KEPT IN A CONSPICUOUS LOCATION AND EASILY ACCESSIBLE PATHS TO THE FIRE EXTINGUISHER AND OTHER FIRE FIGHTING EQUIPMENT SHALL BE KEPT CLEAR.
4. REINSTATEMENT - ANY ROOFING, PARAPET, FLASHING, CURB, GUTTERS, WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS AT NO COST TO THE OWNER.
5. REPAIRS - THE CONTRACTOR SHALL USE WURTON ROOFING OF SOUTH CAROLINA 2430 MORNINGSTAR DRIVE, WEST COLUMBIA, S.C. 29169 CONTACT: ED WURTON; PHONE: (803) 939-8310 TO REPAIR HOLES, DAMAGES, AND ALTERATIONS TO THE ROOF. IF EXCESSIVE COSTS ARE ASSOCIATED WITH THIS ROOFING CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE A/E OF THE SITUATION AND PROVIDE AN ALTERNATE ROOFING CONTRACTOR TO FOR BAA APPROVAL. PERFORM THE WORK.
6. REFERENCES - PERFORM WORK IN ACCORDANCE WITH THE NATIONAL ROOFING CONTRACTORS ASSOCIATION ROOFING AND WATERPROOFING MANUAL.
7. APPLICATION - APPLY MATERIALS IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO FABRICATION OR CONSTRUCTION.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
11. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER(S).
12. ALL STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
13. ALL DETAILING AND FABRICATION OF STEEL SHALL CONFORM TO THE REQUIREMENTS OF AISC SPECIFICATIONS.

**B**

**GENERAL NOTES (CONT.)**

14. WELDS SHALL BE MADE WITH E70 ELECTRODES.
15. GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO ANY SHOP DRAWINGS, FABRICATION OR NEW CONSTRUCTION.
16. ALL STEEL SHALL BE HOT-DIPPED GALVANIZED.
17. ANY WELDING OR DAMAGE TO GALVANIZING SHALL BE CLEANED AND PAINTED WITH GALVANIZING REPAIR PAINT.
18. ALL PERMITS AND COORDINATION FOR STREET CLOSURES, SAFETY CONSIDERATION, TRAFFIC CONTROL, BARRICADING FOR CRANE OPERATIONS TO HOST MATERIALS TO ROOF SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
19. CONTRACTOR SHALL EXERCISE CAUTION WITH REGARD TO TEMPORARY STAGING (STORAGE OF CONSTRUCTION MATERIALS ON ROOF SUCH AS CABLE TRAY, BALLAST, ANTENNA MOUNTS, ETC.) AND DISTRIBUTE MATERIALS SO AS NOT TO OVERLOAD THE ROOF STRUCTURE IN ANY AREAS. ALSO EXERCISE CAUTION IN THE STORAGE OF MATERIALS ON ROOF SO AS NOT TO DAMAGE THE ROOF MEMBRANE.

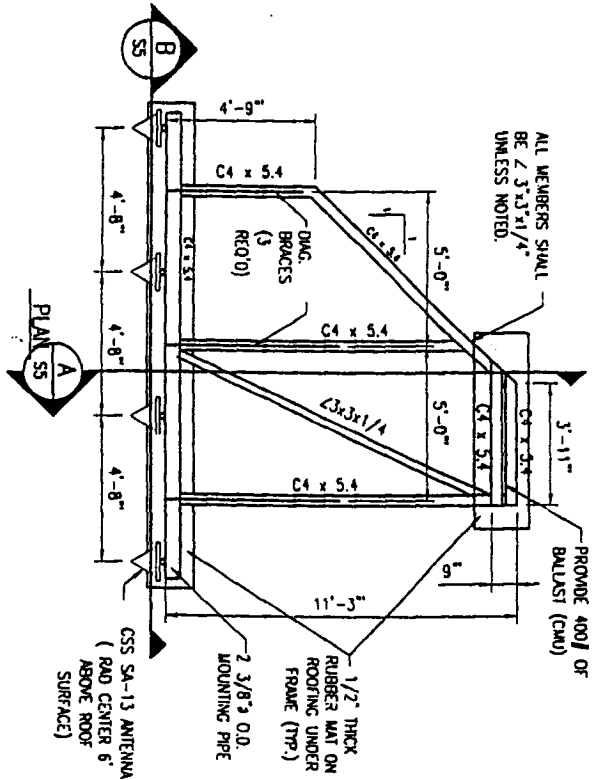
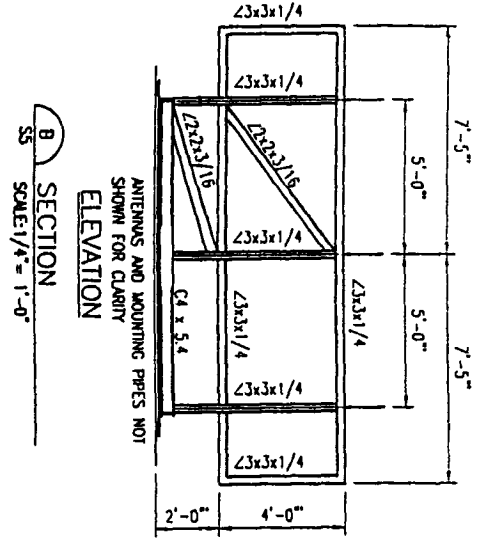
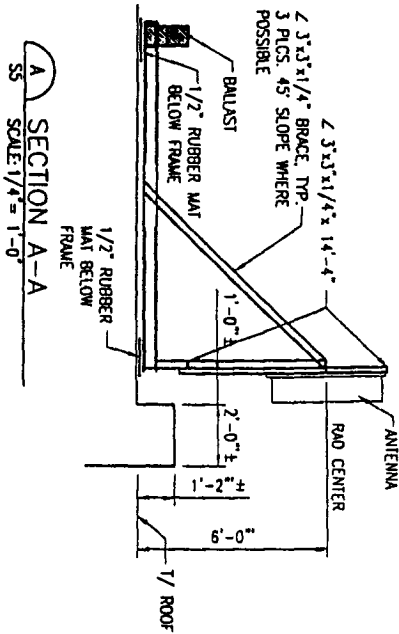
**B**



**1**  
NON-PENETRATING ROOF  
ANTENNA SUPPORT  
SCALE: 1/4" = 1'-0"

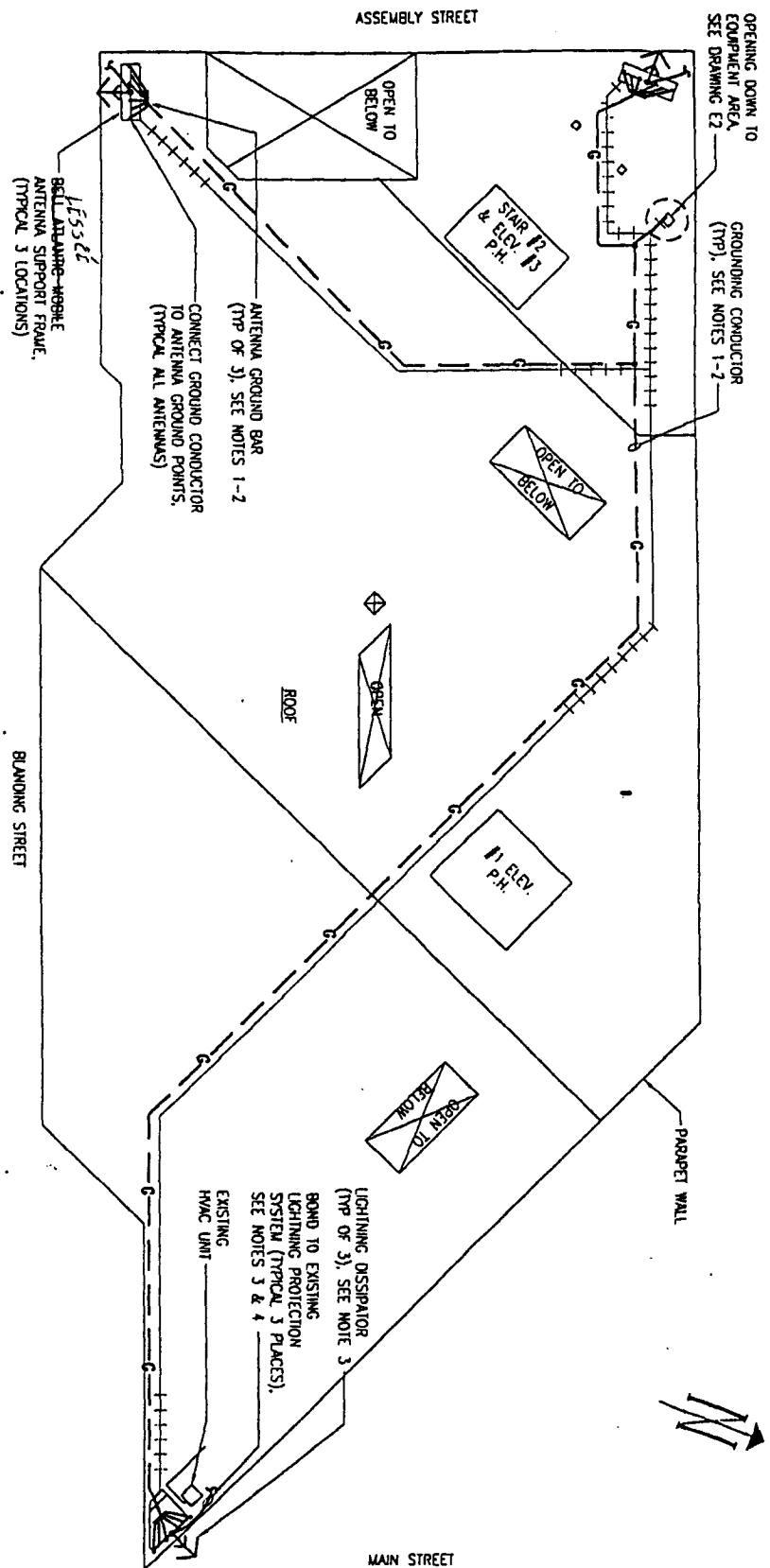
1. SEE ROOF PLAN FOR LOCATIONS.
2. THIS MOUNT TO BE USED AT 150' AND 270' AZIMUTHS.
3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 1/2" ICE.

		<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>120 Park Avenue, 4th Floor, New York, NY 10022          212-512-2000          Fax: 212-512-2112          Tel: 800/475-9042</p>	<p><b>Cellco Partnership</b> Bell-Atlantic-Mobile</p> <p>994408 ASSEMBLY STREET MOUNTAIN VIEW, NJ</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHKD BY</th> </tr> <tr> <td>1</td> <td>11/12/2000</td> <td>ISSUED FOR PERMIT</td> <td>MMH</td> <td>MMH</td> </tr> <tr> <td>2</td> <td>11/12/2000</td> <td>ISSUED FOR PERMIT</td> <td>MMH</td> <td>MMH</td> </tr> </table>	NO.	DATE	DESCRIPTION	BY	CHKD BY	1	11/12/2000	ISSUED FOR PERMIT	MMH	MMH	2	11/12/2000	ISSUED FOR PERMIT	MMH	MMH	<p>3-21-00          PROJECT NUMBER: CS994408.0000          SHEET NUMBER: 54</p>
NO.	DATE	DESCRIPTION	BY	CHKD BY																
1	11/12/2000	ISSUED FOR PERMIT	MMH	MMH																
2	11/12/2000	ISSUED FOR PERMIT	MMH	MMH																



1. SEE ROOF PLAN FOR LOCATION
  2. THIS MOUNT TO BE USED AT 30° AZIMUTH.
  3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 7-95 REQUIREMENTS FOR 90 MPH VELOCITY PLUS 1/2" ICE.
- 1 NON-PENETRATING ROOF ANTENNA SUPPORT**  
SCALE: 1/4" = 1'-0"

<p>11/11/00 11/11/00</p>	
<p>Cellco Partnership Bell Atlantic-Mobile</p>	
<p>994408 ASSEMBLY SHEET CUSTOM MOUNT PLAN ELEVATION AND DETAIL</p>	
<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>120 Park Avenue, Port Office Box 1117 Orlando, South Carolina 29671-1117 Tel: 803/725-1117 Fax: 803/725-002</p>	
<p><b>SOUTH CAROLINA</b> REGISTERED PROFESSIONAL ENGINEER No. 6734 WILLIAM M. HARRIS, P.E. 1000 HUNTER</p>	
<p><b>SOUTH CAROLINA</b> REGISTERED PROFESSIONAL ENGINEER No. 6734 WILLIAM M. HARRIS, P.E. 1000 HUNTER</p>	
<p>3-2-00 PROJECT MANAGER: K. WILSON DESIGNER: K. WILSON CHECKER: K. WILSON DATE: 3/2/00 SCALE: 1/4" = 1'-0"</p>	
<p>CS994408.0000 SS</p>	



### ROOF GROUNDING PLAN

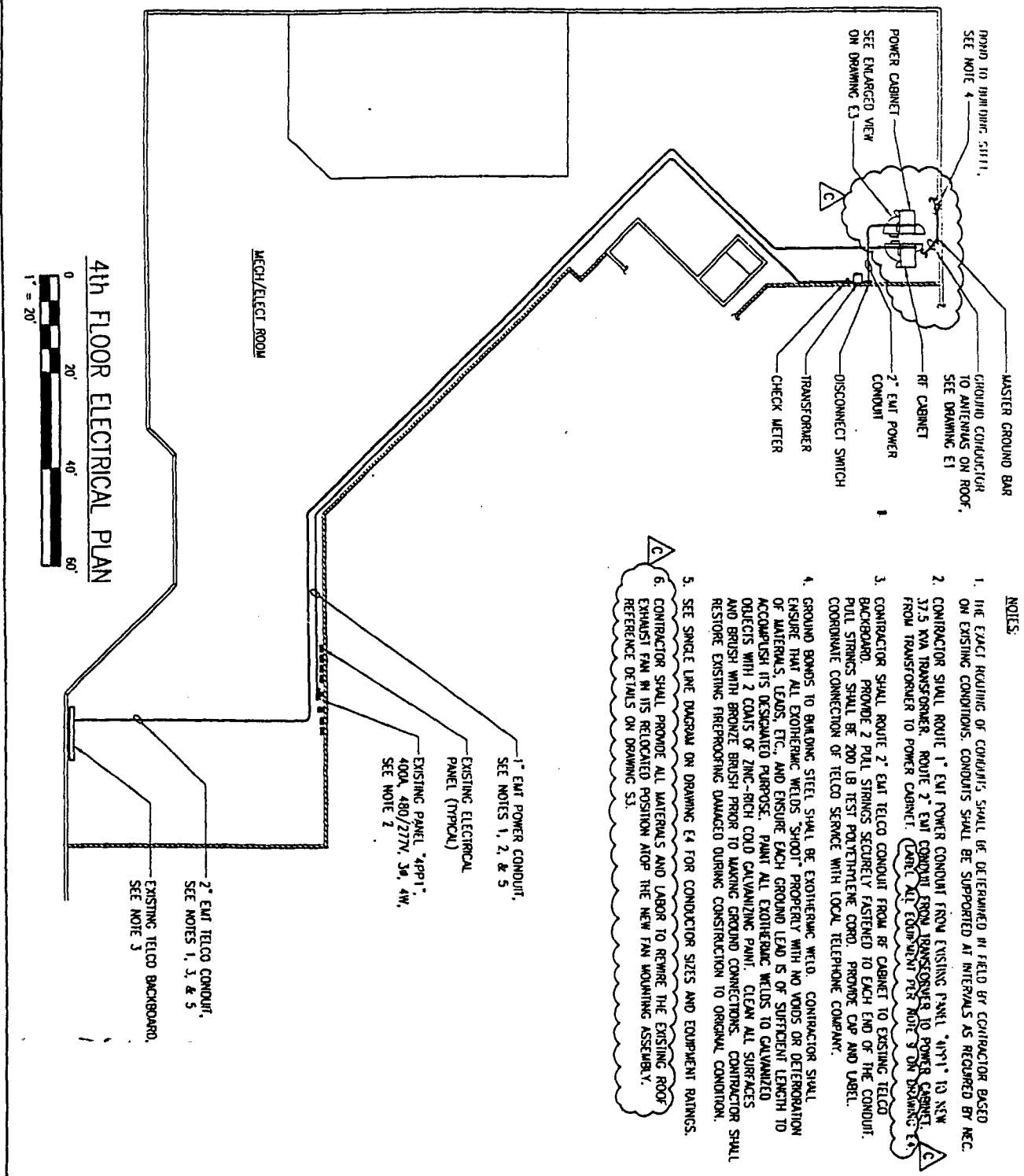


#### NOTES

1. GROUNDING CONDUCTOR SHALL BE #4/0 TINNED STRANDED COPPER WIRE UNLESS NOTED OTHERWISE. ROUTE WITH ANTENNA CABLES AND BOND TO ANTENNA GROUND BARS WITH DEEP BARREL TWO-HOLE GRIP LUGS. EXTEND GROUND CONDUCTOR TO EACH ANTENNA AS REQUIRED.
2. BOND CABLE TRAY COVER, ANTENNA MOUNTING SUPPORTS, AND ALL METALLIC OBJECTS WITHIN 10' OF BELL ATLANTIC MOBILE (BAM) EQUIPMENT TO ANTENNA GROUND BARS USING #4/0 TINNED STRANDED COPPER GROUND CONDUCTOR.
3. CONTRACTOR SHALL PROVIDE AND INSTALL A LIGHTNING DISSIPATOR (LIGHTNING MASTER CORP. MODEL #PP-32) AT EACH ANTENNA LOCATION. LIGHTNING DISSIPATOR SHALL BE MOUNTED AT THE TOP OF EACH ANTENNA SUPPORT. BOND TO EXISTING LIGHTNING PROTECTION SYSTEM USING #4/0 STRANDED BARE COPPER CONDUCTOR.

4. ALL CONNECTIONS TO EXISTING ROOF LIGHTNING PROTECTION SYSTEM SHALL BE MECHANICAL CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY EXACT TYPE OF EXISTING LIGHTNING PROTECTION SYSTEM CONDUCTOR. CLEAN ALL CONNECTIONS AND COAT WITH ANTI-OXIDATION COMPOUND EQUAL TO THOMAS & BETTS COPPER-SHIELD.
5. CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS AND COORDINATE WITH BAM PROJECT MANAGER FOR DETAILS AND REQUIREMENTS NOT SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
6. GROUND CONDUCTOR BENDS SHALL NOT BE LESS THAN 12" RADIUS.
7. GROUNDING SYSTEM SHALL BE INSTALLED PRIOR TO EQUIPMENT INSTALLATION.

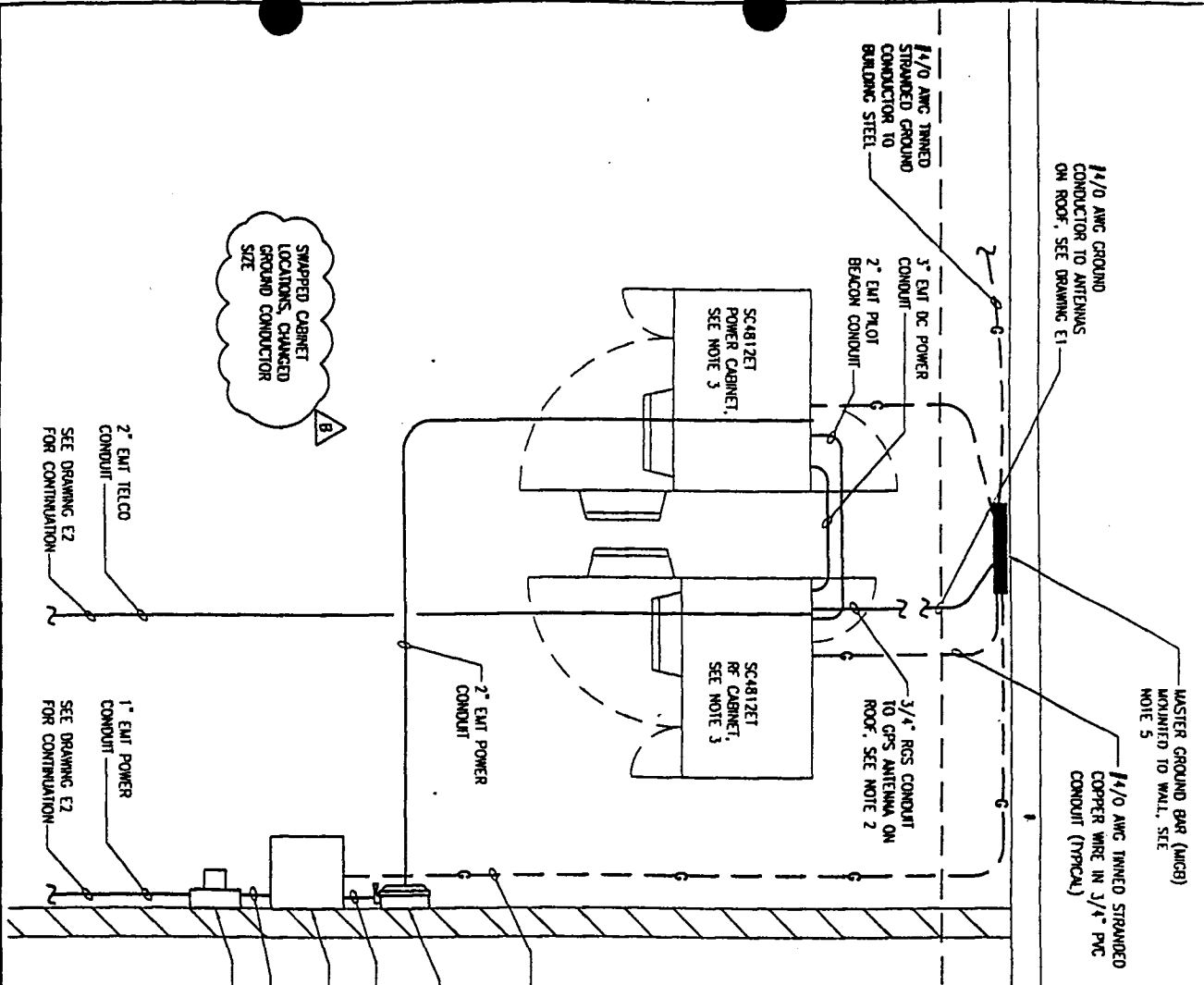
<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> <th>BY</th> <th>CHKD.</th> </tr> <tr> <td>1</td> <td>11 OCT 1998</td> <td>ISSUED FOR PERMITTING</td> <td>SEPPS</td> <td>SEPPS</td> </tr> <tr> <td>2</td> <td>23 FEB 2000</td> <td>ADD ANTENNA SUPPORT FRAME</td> <td>SEPPS</td> <td>SEPPS</td> </tr> <tr> <td>3</td> <td>11 OCT 1998</td> <td>CHANGE PERMITTING</td> <td>SEPPS</td> <td>SEPPS</td> </tr> </table>		NO.	DATE	REVISION DESCRIPTION	BY	CHKD.	1	11 OCT 1998	ISSUED FOR PERMITTING	SEPPS	SEPPS	2	23 FEB 2000	ADD ANTENNA SUPPORT FRAME	SEPPS	SEPPS	3	11 OCT 1998	CHANGE PERMITTING	SEPPS	SEPPS	<p>PROJECT NO. 994408</p> <p>DATE: 11 OCT 1998</p> <p>SCALE: AS SHOWN</p> <p>PROJECT MANAGER: JIMMY MARRAS</p> <p>DESIGNER: SEPPS</p>
NO.	DATE	REVISION DESCRIPTION	BY	CHKD.																		
1	11 OCT 1998	ISSUED FOR PERMITTING	SEPPS	SEPPS																		
2	23 FEB 2000	ADD ANTENNA SUPPORT FRAME	SEPPS	SEPPS																		
3	11 OCT 1998	CHANGE PERMITTING	SEPPS	SEPPS																		
<p>994408</p> <p>ASSEMBLY STREET</p> <p>ROOF GROUNDING</p> <p>PLAN</p>		<p>ARCADIS</p> <p>GERAGHTY &amp; MILLER</p> <p>120 Park Avenue, First Office Bldg 1117          Greenwich, South Carolina 29602-1117          Tel: 803/728-1177 Fax: 803/728-2082</p>																				
<p>STATE OF SOUTH CAROLINA</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>NO. 16372</p> <p>SEPPS</p> <p>CHAS. SEPPS, P.E.</p> <p>REGISTERED PROFESSIONAL ELECTRICAL ENGINEER</p> <p>NO. 31210</p> <p>SEPPS</p> <p>CHAS. SEPPS, P.E.</p>		<p>CELLCO PARTNERSHIP dba Bell Atlantic-Mobility</p>																				
<p>PROJECT NO. 994408</p> <p>DATE: 11 OCT 1998</p> <p>SCALE: AS SHOWN</p> <p>PROJECT MANAGER: JIMMY MARRAS</p> <p>DESIGNER: SEPPS</p>		<p>E1</p>																				



4th FLOOR ELECTRICAL PLAN  
1" = 20'

- NOTES:
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY NEC.
  2. CONTRACTOR SHALL ROUTE 1" EMT POWER CONDUIT FROM EXISTING PANEL "AP1" TO NEW 37.5 KVA TRANSFORMER. ROUTE 2" EMT CONDUIT FROM TRANSFORMER TO POWER CABINET. FROM TRANSFORMER TO POWER CABINET. (SEE ALL EQUIPMENT PER NOTE 9 ON DRAWING E3.)
  3. CONTRACTOR SHALL ROUTE 2" EMT TELCO CONDUIT FROM RF CABINET TO EXISTING TELCO BACKBOARD. PROVIDE 2 PULL STRINGS SECURELY FASTENED TO EACH END OF THE CONDUIT. PULL STRINGS SHALL BE 200 LB TEST POLYETHYLENE CORD. PROVIDE CAP AND LABEL. COORDINATE CONNECTION OF TELCO SERVICE WITH LOCAL TELEPHONE COMPANY.
  4. GROUND BONDS TO BUILDING STEEL SHALL BE EXOTHERMIC WELD. CONTRACTOR SHALL ENSURE THAT ALL EXOTHERMIC WELDS "SHOOT" PROPERLY WITH NO VOIDS OR DEGRADATION OF MATERIALS, LEADS, ETC., AND ENSURE EACH GROUND LEAD IS OF SUFFICIENT LENGTH TO ACCOMPLISH ITS DESIGNATED PURPOSE. PAINT ALL EXOTHERMIC WELDS TO GALVANIZED OBJECTS WITH 2 COATS OF ZINC-RICH COLD GALVANIZING PAINT. CLEAN ALL SURFACES AND BRUSH WITH BRONZE BRUSH PRIOR TO MAKING GROUND CONNECTIONS. CONTRACTOR SHALL RESTORE EXISTING FIREPROOFING DAMAGED DURING CONSTRUCTION TO ORIGINAL CONDITION.
  5. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  6. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO REPAIR THE EXISTING ROOF EXHAUST FAN IN ITS RELOCATED POSITION AND THE NEW FAN WINDMILL ASSEMBLY. REFERENCE DETAILS ON DRAWING S3.

<p>994408 ASSEMBLY STREET ELECTRICAL PLAN 4th FLOOR</p>		<p>ARCADIS GERAGHTY &amp; MILLER</p> <p>600 Park Avenue, First Office Bldg 1117 Columbus, South Carolina 29602-1117 Tel: 803/733-1117 Fax: 803/733-8082</p>	<p>356 of 653</p>
<p>PROJECT NO. 994408</p> <p>DATE: 10/15/98</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 10/15/98</p>	<p>PROJECT NO. 994408</p> <p>DATE: 10/15/98</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 10/15/98</p>	<p>PROJECT NO. 994408</p> <p>DATE: 10/15/98</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 10/15/98</p>	<p>PROJECT NO. 994408</p> <p>DATE: 10/15/98</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 10/15/98</p>



SWAPPED CABINET LOCATIONS, CHANGED GROUND CONDUCTOR SIZE

- NOTES:**
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY NEC.
  2. ANTENNAS AND ANTENNA CABLES SHALL BE SUPPORTED BY BELL AT-RING MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR. SEE STRUCTURAL DRAWINGS FOR ANTENNA INSTALLATION INFORMATION.
  3. CONTRACTOR SHALL OBTAIN SC4812ET EQUIPMENT INSTALLATION MANUALS AND SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
  4. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  5. CONNECTIONS TO MASTER GROUND BAR (MGB) SHALL BE WITH DEEP BARREL TWO-HOLE LUGS.

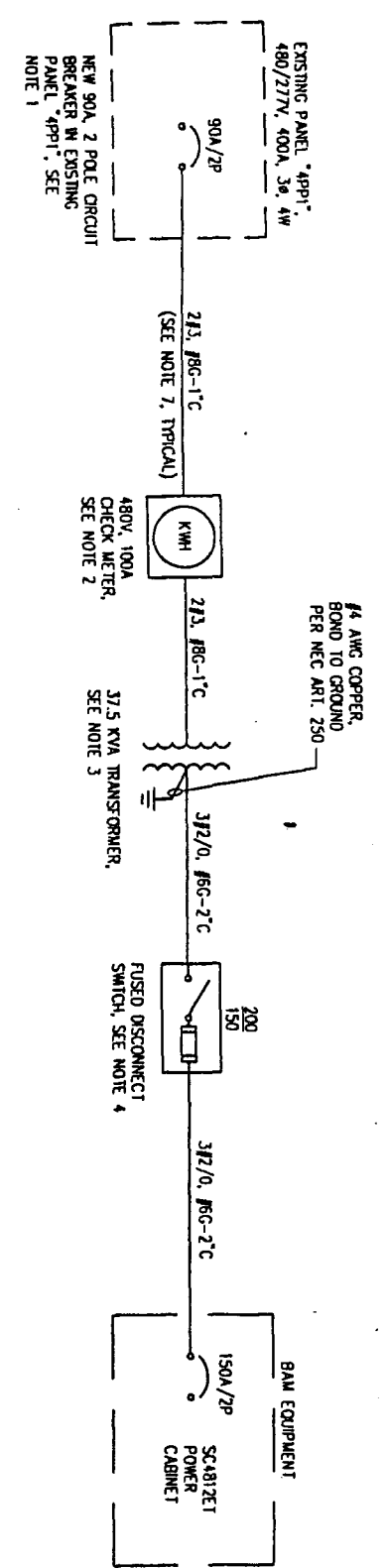
- 1/4" AWG THINWED STRANDED GROUND CONDUCTOR TO BUILDING STEEL
- 3" EMT DC POWER CONDUIT
- 2" EMT PILOT BEACON CONDUIT
- SC4812ET POWER CABINET, SEE NOTE 3
- SC4812ET RF CABINET, SEE NOTE 3
- 3/4" RGS CONDUIT TO GPS ANTENNA ON ROOF, SEE NOTE 2
- MASTER GROUND BAR (MGB) MOUNTED TO WALL, SEE NOTE 5
- 1/4" AWG THINWED STRANDED COPPER WIRE IN 3/4" PVC CONDUIT (TYPICAL)
- 2" EMT POWER CONDUIT
- 2" EMT TELCO CONDUIT FOR CONTINUATION
- 1" EMT POWER CONDUIT FOR CONTINUATION
- 1" EMT POWER CONDUIT
- 37.5 KVA TRANSFORMER, SEE NOTE 4
- 200A DISCONNECT SWITCH, SEE NOTE 4
- 1" EMT POWER CONDUIT
- CHECK METER, SEE NOTE 4

**ENLARGED EQUIPMENT AREA PLAN**



<p>994408          ASSEMBLY STREET          ENLARGED EQUIPMENT          AREA PLAN</p>		<p>Calico Partnership          BellAmerica-Mobile</p>
<p>ARCADIS          GERAGHTY &amp; MILLER</p>		<p>PROJECT NUMBER: CS994408.0000</p>
<p>120 Bay Street, 4th Floor, Suite 1712          Cambridge, South Carolina 29607-1712          Tel: 803/725-1177 Fax: 803/725-5002</p>		<p>PROJECT NUMBER: CS994408.0000</p>
<p>REGISTERED PROFESSIONAL ENGINEER          SOUTH CAROLINA          NO. 14372          3/2/00</p>		<p>DATE: 10/11/99</p>





**SINGLE LINE DIAGRAM**

SCALE: N1S

- SINGLE LINE NOTES:**
1. CONTRACTOR SHALL PROVIDE AND INSTALL A 90A, 2 POLE, 120/240V CIRCUIT BREAKER IN EXISTING PANELBOARD "4PP1" LOCATED ON THE 4TH FLOOR (SEE DRAWING E2 FOR LOCATION). CIRCUIT BREAKER SHALL BE GE-TYPE WITH 14000 AIC RATING. FIELD VERIFY CIRCUIT CIRCUIT BREAKER REQUIREMENTS SO THAT TYPE AND AIC RATING MATCH EXISTING.
  2. CONTRACTOR SHALL PROVIDE AND INSTALL CHECK METER (WATT-HOUR METER) RATED FOR 480V, 100A, 1Ø, NEMA 1 ENCLOSURE. CHECK METER IS AN OWNER'S OPTION AND IS NOT REQUIRED IF POWER IS FURNISHED BY BUILDING OWNER AND WRITTEN IN LEASE. VERIFY REQUIREMENT WITH BELL ATLANTIC MOBILE (BAM) PROJECT MANAGER.
  3. CONTRACTOR SHALL PROVIDE AND INSTALL 37.5 KVA FLOOR MOUNTED DRY-TYPE TRANSFORMER, 480V PRIMARY, 120/240V SECONDARY, 1Ø, NEMA 1 ENCLOSURE, 150C RISE, VENTILATED WITH STANDARD TAPS. TRANSFORMER SHALL BE GROUNDED PER NEC ARTICLE 250 REQUIREMENTS.
  4. CONTRACTOR SHALL PROVIDE AND INSTALL FUSIBLE DISCONNECT SWITCH RATED FOR 120/240V, 200A, 2 POLE, 3W, HEAVY DUTY, NEMA 1 ENCLOSURE, FUSED AT 150A WITH CLASS J OR CLASS RK1 FUSES.
  5. CONTRACTOR SHALL INSTALL CHECK METER, TRANSFORMER, AND DISCONNECT SWITCH IN LOCATIONS SHOWN ON DRAWINGS. COORDINATE EXACT LOCATION OF ELECTRICAL EQUIPMENT WITH BAM PROJECT MANAGER PRIOR TO INSTALLATION.

6. ALL ELECTRICAL EQUIPMENT SHALL BE SQUARE-O, SEMENS, OR GE UNLESS OTHERWISE NOTED.
7. ALL CONDUCTORS SHALL BE COPPER, SIZE AS NOTED ABOVE. INSULATION TYPE SHALL BE THHN/THHW FOR #10 AWG AND SMALLER, AND XHHW FOR #8 AWG AND LARGER. CONDUCTORS SHALL BE 90C RATED UNLESS NOTED OTHERWISE.
8. WHITE/NEUTRAL, GREEN/GROUND SHALL BE MAINTAINED THROUGHOUT THE SITE ELECTRICAL SYSTEM.
9. CONTRACTOR SHALL LABEL ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, AND EQUIPMENT CABINETS AS "BELL ATLANTIC MOBILE EQUIPMENT USING NAMEPLATES. NAMEPLATES SHALL BE MINIMUM OF 2" H X 4" W, 1/2" LETTERING, WHITE LETTERING ON BLACK BACKGROUND.
10. CONTRACTOR SHALL USE EMT CONDUIT INSIDE BUILDING UNLESS NOTED OTHERWISE IN PLANS.
11. PROVIDE PULL BOXES SO THAT CONDUIT RIMS WITH MORE THAN 3 RIGHT ANGLE BENDS SHALL HAVE PULLS INSTALLED AT CONVENIENT INTERMEDIATE LOCATIONS. PULL BOXES SHALL BE SIZED IN ACCORDANCE WITH THE NEC.

- GENERAL NOTES:**
- A. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, AND LOCAL REQUIREMENTS.
  - B. THE CONTRACTOR SHALL SEAL ALL CONDUIT PENETRATIONS, INCLUDING AROUND MOUNTING HARDWARE, WITH WEATHERPROOF CAULKING. ALL WALL PENETRATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL AND STATE BUILDING CODES, RULES, AND REGULATIONS.
  - C. THE SC4812ET EQUIPMENT CABINETS SHALL BE SUPPLIED BY BELL ATLANTIC MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR.
  - D. CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.

<p>9944408 ASSEMBLY SHEET SINGLE LINE DIAGRAM AND NOTES</p> <p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>470 Park Avenue, First Office Bldg 1717 Cleveland, Ohio 44115 Tel: 847/21-1117 Fax: 847/21-0022</p>		<p>DATE: 03/20/00 BY: [Signature] CHECKED BY: [Signature] DATE: 03/20/00</p>	<p>PROJECT NUMBER: CS9944408.0000</p> <p>E4</p>
--	--	--	---

STATE OF SOUTH CAROLINA         )  
  )  
COUNTY OF RICHLAND             )

**MEMORANDUM OF TOWER LEASE AGREEMENT**

This Memorandum is made this 29<sup>th</sup> day of JUNE, 2000, between RICHLAND COUNTY, a body politic and political subdivision of the State of South Carolina, with its principal offices located at 2020 Hampton Street, Columbia South Carolina 29204, hereinafter designated LESSOR, and COLUMBIA CELLULAR TELEPHONE COMPANY, a General Partnership of the State of South Carolina, d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Tower Lease Agreement on JUNE, 29, 2000, for a term of five (5) years with the right to renew for three (3) additional five (5) year terms.
2. LESSOR hereby leases to LESSEE approximately four hundred (400') square feet on the fourth (4th) floor of the premises at 1701 Main Street, Columbia, South Carolina 29201, as shown **Sheet S2** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", and as shown on the Tax Map of the County of Richland as TMS No. 9614, and being further described in Deed Book 446 at Page 721 and Deed Book 382 at Page 544, as recorded in the Office of Register of Deeds for Richland County, together with that area of the roof as shown on **Sheet S1** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Property".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space to the leased roof space.

3. The Tower Lease Agreement commenced on \_\_\_\_\_, \_\_\_\_\_, 2000, and a copy of the Tower Lease Agreement is on file in the offices of the LESSOR and LESSEE.
4. The terms, covenants and provisions of the Tower Lease Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written above.

LESSOR:

RICHLAND COUNTY

BY: K. Smith [SEAL]

ITS: Chair

LESSEE:

COLUMBIA CELLULAR TELEPHONE COMPANY,  
D/B/A VERIZON WIRELESS  
BY: CELLCO PARTNERSHIP, ITS MANAGING  
GENERAL PARTNER

BY: Richard J. Lynch [SEAL]

Richard J. Lynch  
Executive Vice President and Chief  
Technical Officer

W. Anthony McDonald  
WITNESS

Warren A. Miller  
WITNESS

D. Long  
WITNESS

Carla Taylor  
WITNESS

Richland County Attorney's Office

Brett J. ...  
... To LEGAL Form Only.  
No Opinion Rendered As To Content.

STATE OF SOUTH CAROLINA        )  
  )  
  )                   **PROBATE**  
COUNTY OF RICHLAND            )

**PERSONALLY** appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Kit Smith, Chair of Richland County Council , a body politic and political subdivision, as his own act and deed, and on behalf of Richland County, sign, seal and deliver the within **MEMORANDUM OF TOWER LEASE AGREEMENT**; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

W. Anthony McDonald  
(1) WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME  
This 13 day of June 2000

[Signature]  
Notary Public for South Carolina  
My Commission Expires: Oct. 23, 2002

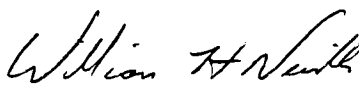
INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 29<sup>th</sup> day of June, 2000, before me appeared David M. Hammond, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief Technical Officer of Cellco Partnership, managing general partner of Columbia Cellular Telephone Company d/b/a Verizon Wireless, to execute the forgoing instrument and that said instrument was signed on behalf of said partnership and limited partnership and said David M. Hammond, acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

  
Notary Public

My commission expires:

WILLIAM H. NEVILLE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Exp. April 22, 2001



# Celco Partnership dba Bell Atlantic Mobile

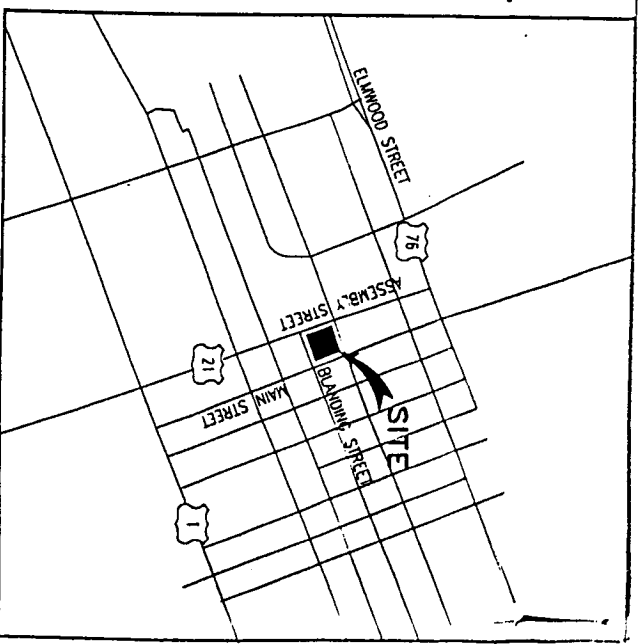
## BASE TRANSCIVER ROOF MOUNT SITE

994408

ASSEMBLY STREET  
CITY OF COLUMBIA  
SOUTH CAROLINA

JOB NO. # GS994408.0000/00001

DIRECTIONS :  
TAKE I-26 SOUTH TILL IT TURNS INTO  
ELWOOD AVE(US-76) FOLLOW ELWOOD  
AVENUE APPROX. 1/2 MILE TO ASSEMBLY  
STREET. TURN RIGHT ON ASSEMBLY STREET  
APPROXIMATELY .75 MILES. SITE IS ON  
ROOF OF RICHLAND COUNTY MUNICIPAL  
BUILDING ON LEFT.



### INDEX OF DRAWINGS

DWG.	TITLE	DWG.	TITLE
S1	ROOF ANTENNA PLAN	E1	ROOF GROUNDING PLAN
S2	PARTIAL 4th FLOOR PLAN TELECOM EQUIPMENT	E2	4th FLOOR ELECTRICAL PLAN
S3	SECTION AND DETAILS	E3	ENLARGED EQUIPMENT AREA PLAN
S4	GENERAL NOTES AND MOUNT PLAN	E4	SINGLE LINE DIAGRAM AND NOTES
S5	CUSTOM MOUNT PLAN, ELEVATION AND DETAIL		

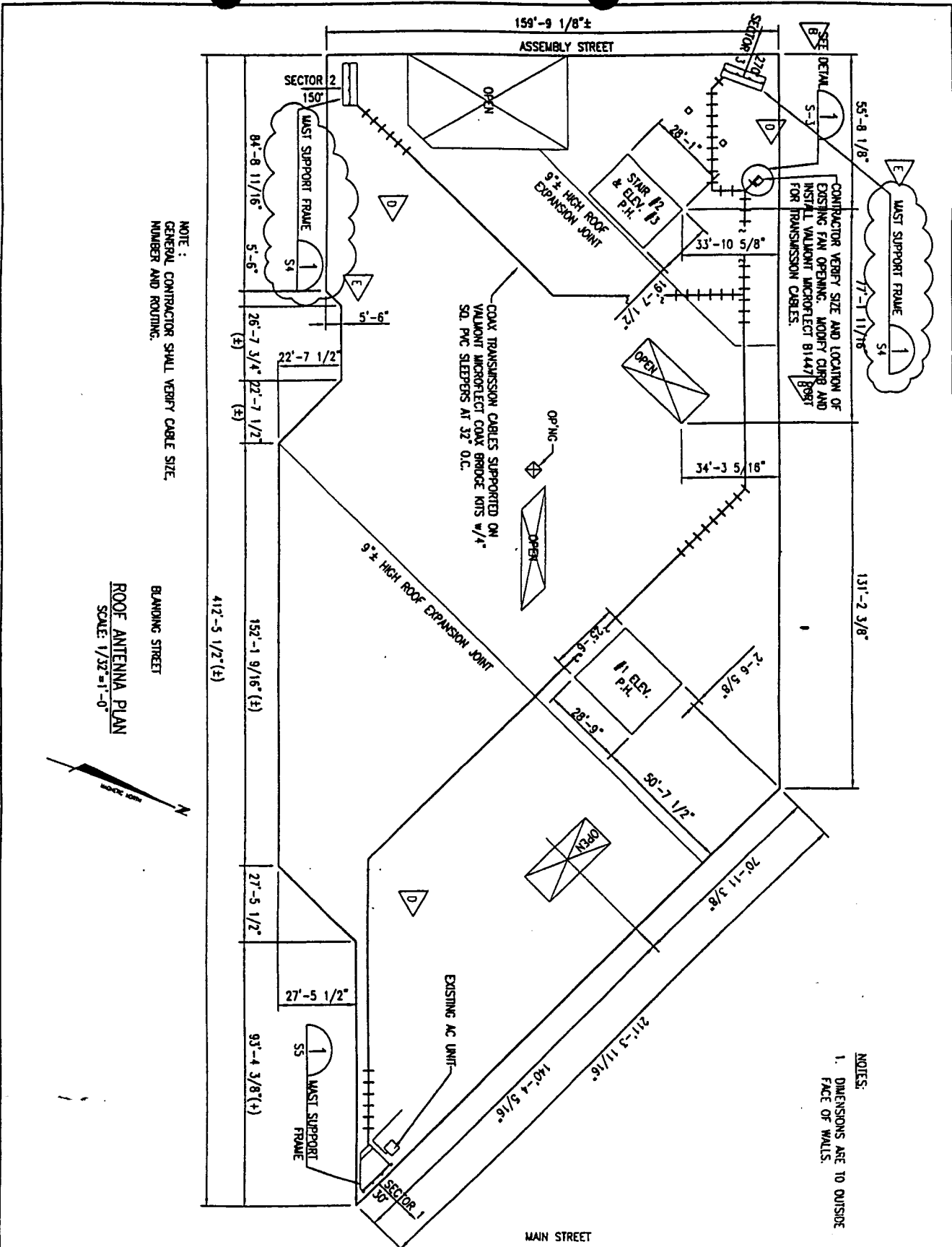
PREPARED BY:

**ARCADIS GERAGHTY & MILLER**



420 Park Avenue, Post Office Box 1717  
Greenville, South Carolina 29602-1717  
Tel: 864/242-1717 Fax: 864/235-9062

EXHIBIT A



NOTE:  
GENERAL CONTRACTOR SHALL VERIFY CABLE SIZE,  
NUMBER AND ROUTING.

BLANKING STREET  
ROOF ANTENNA PLAN  
SCALE: 1/32"=1'-0"

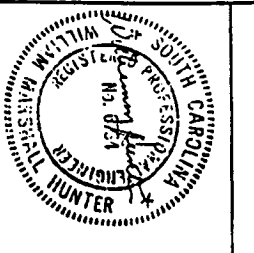
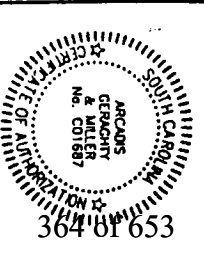


NOTES:  
1. DIMENSIONS ARE TO OUTSIDE  
FACE OF WALLS.

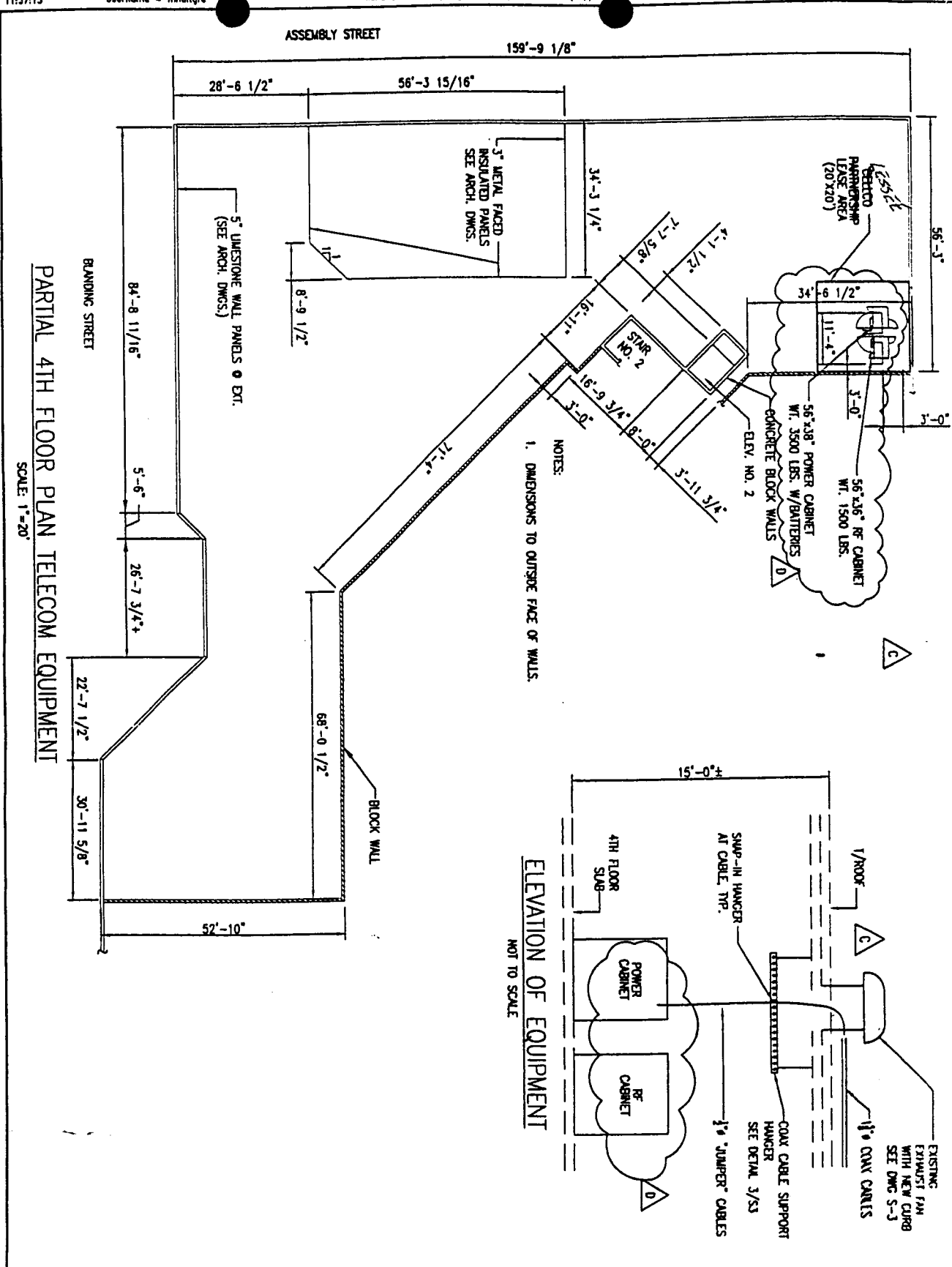
NO.	DATE	REVISION	BY	CHKD.
1	10/11/98	OPEN PERMITS	SI	
2	11/17/98	REVISION FOR	SI	
3	11/17/98	REVISION FOR	SI	
4	11/17/98	REVISION FOR	SI	
5	11/17/98	REVISION FOR	SI	
6	11/17/98	REVISION FOR	SI	
7	11/17/98	REVISION FOR	SI	
8	11/17/98	REVISION FOR	SI	
9	11/17/98	REVISION FOR	SI	
10	11/17/98	REVISION FOR	SI	

994408  
ASSEMBLY STREET  
ROOF ANTENNA PLAN

**ARCADIS**  
GERAGHTY & MILLER  
420 Park Avenue, 10th Floor, New York, NY 10022  
Tel: 212/512-1717 Fax: 212/512-2002



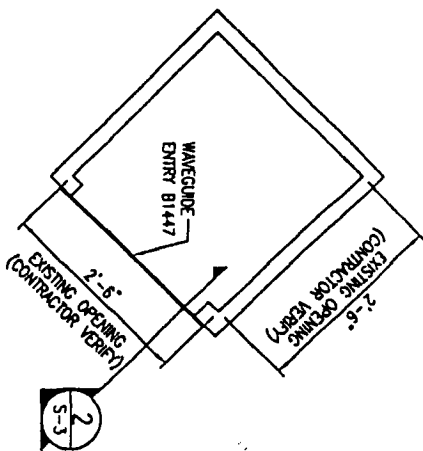
NO.	DATE	REVISION	BY	CHKD.
1	10/11/98	OPEN PERMITS	SI	
2	11/17/98	REVISION FOR	SI	
3	11/17/98	REVISION FOR	SI	
4	11/17/98	REVISION FOR	SI	
5	11/17/98	REVISION FOR	SI	
6	11/17/98	REVISION FOR	SI	
7	11/17/98	REVISION FOR	SI	
8	11/17/98	REVISION FOR	SI	
9	11/17/98	REVISION FOR	SI	
10	11/17/98	REVISION FOR	SI	



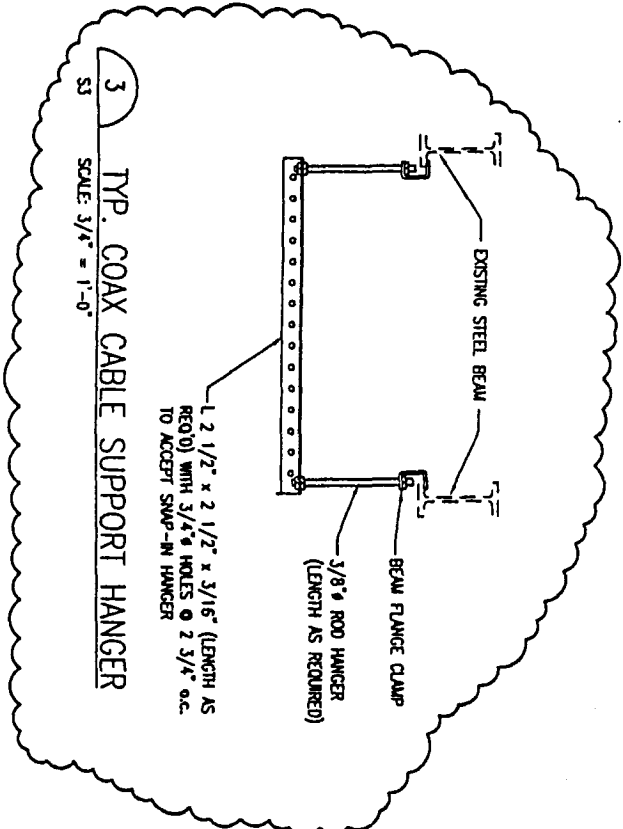
PARTIAL 4TH FLOOR PLAN TELECOM EQUIPMENT  
SCALE: 1"=20'

ELEVATION OF EQUIPMENT  
NOT TO SCALE

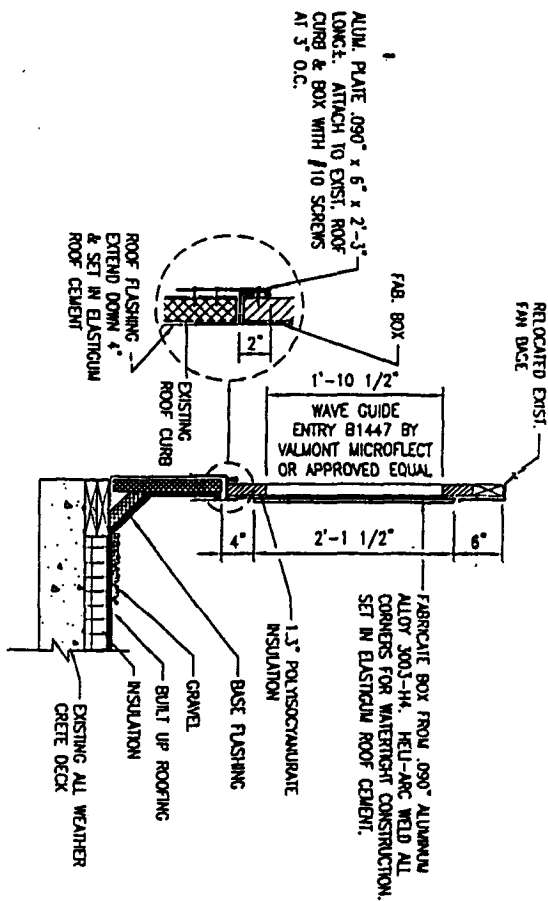
<p>994408 ASSEMBLY STREET PARTIAL 4TH FLOOR PLAN TELECOM EQUIPMENT</p>		<p>ARCADIS GERAGHTY &amp; MILLER 420 Park Avenue, 2nd Office Bldg 1717 Orem, Utah 84057-1717 Tel: 801/224-1717 Fax: 801/224-2002</p>		<p>SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WILLIAM HUNTER No. 6734</p>		<p>365 of 653</p>	
<p>CS994408.0000</p>		<p>S2</p>		<p>DATE: 02-23-2000</p>		<p>TIME: 11:37:15</p>	



1 FAN MOUNTING - PLAN VIEW  
SCALE: 3/4" = 1'-0"



3 TYP. COAX CABLE SUPPORT HANGER  
SCALE: 3/4" = 1'-0"



2 SECTION  
SCALE: 3/4" = 1'-0"

1. SEE NOTES ON DRAWING S4
2. USE VALMONT MICROFLECT (OR APPROVED EQUAL) ENTRY PORT BOOT FOR CABLE ENTRY. PROMOTE MANUFACTURER'S WATERRIGHT CAP OR PLUG AT UNUSED PORTS.

<p>366 OF 653</p> <p>ARCADIS GERAGHTY &amp; MILLER No. 001687</p>		<p>200 Poplar Avenue, Suite 1117 Memphis, Tennessee 38103-1117 Tel: 901/725-1171 Fax: 901/725-9022</p>		<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p>		<p>994408 ASSEMBLY STREET SECTION AND DETAIL</p>		<p><b>Celco Partnership dba</b> <b>Bolt-Air-Mobile</b></p>		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHKD.</th> </tr> <tr> <td>1</td> <td>11/17/99</td> <td>DESIGN APPROVAL</td> <td>SI</td> <td></td> </tr> <tr> <td>2</td> <td>11/17/99</td> <td>REVISION REVISION</td> <td>SI</td> <td></td> </tr> </table>		NO.	DATE	DESCRIPTION	BY	CHKD.	1	11/17/99	DESIGN APPROVAL	SI		2	11/17/99	REVISION REVISION	SI	
NO.	DATE	DESCRIPTION	BY	CHKD.																						
1	11/17/99	DESIGN APPROVAL	SI																							
2	11/17/99	REVISION REVISION	SI																							
<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>		<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>		<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>		<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>		<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>		<p>1.3.02 PROJECT: 994408 SHEET: 1 OF 1 DATE: 11/17/99 DRAWN: SI CHECKED: SI</p>																



**GENERAL NOTES**

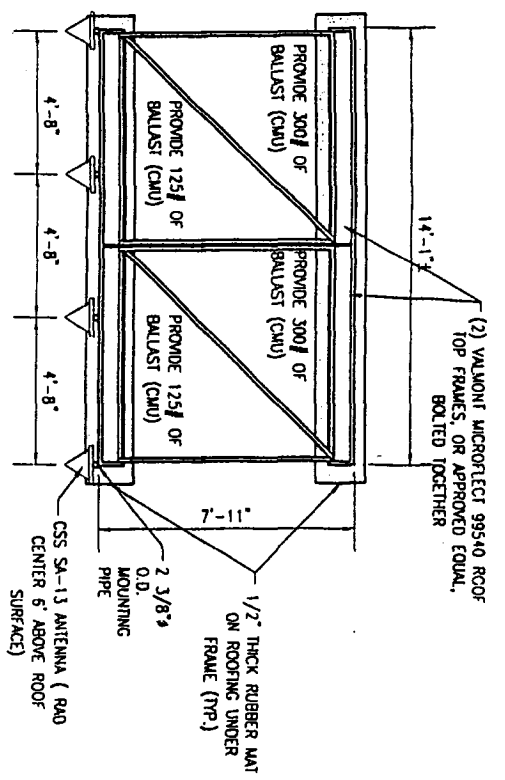
1. TEMPORARY ROOF PROTECTION - THE ROOF AROUND THE WORKING AREAS SHALL BE TEMPORARILY PROTECTED AS WELL AS THE PAINS BETWEEN THE WORK AREA AND ROOF ENTRY DOORS. THE METHOD OF PROTECTION SHALL COMPLY WITH ANY ROOF WARRANTY THAT MAY BE IN EFFECT. IF PENETRATING SUBSTANCES, SUCH AS ACIDS, CHEMICALS OR TOOLS ARE TO BE USED DURING CONSTRUCTION, PROVIDE ADDITIONAL PROTECTION TO PREVENT ROOF DAMAGE.
2. EXISTING ROOF CONDITION - PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL RECORD THE CONDITION OF THE ROOF BY PHOTOGRAPHING ALL AREAS THAT WILL BE AFFECTED. AT HIS DISCRETION THE CONTRACTOR MAY PHOTOGRAPH ANY OTHER STRUCTURES WITHIN PROXIMITY TO WORK AREAS. IN ORDER TO RECORD THEIR CONDITION ALSO, THESE PHOTOGRAPHS SHALL BE ASSEMBLED IN A NOTEBOOK IDENTIFYING EACH PHOTOGRAPH WITH LOCATION AND OBJECT PICTURED. A SUMMARY OF THE INSPECTION OF THE ROOF STATING IT'S CONDITION SHALL ACCOMPANY THE PHOTOS AND WILL BE PROVIDED TO THE A/E PRIOR TO COMMENCING THE WORK. IF THE CONDITION OF THE ROOF IS IN A POOR STATE, THE CONTRACTOR SHALL NOTIFY THE A/E IMMEDIATELY. A MEETING WILL BE ARRANGED TO ENSURE WORK WILL PROCEED WITHOUT DISPUTE OR ROOF RESTORATION RESPONSIBILITY.
3. FIRE PROTECTION - COMPLY WITH OSHA STANDARDS THROUGHOUT THE PROJECT. WHEN OPERATING TOOLS THAT PRODUCE SPARKS, FLAME, OR HEAT, THE CONTRACTOR WILL DESIGNATE AN INDIVIDUAL TO STAND BY THE INDIVIDUAL OPERATING THE TOOL WITH A 20 LB. ABC FIRE EXTINGUISHER WITH IT'S PIN REMOVED AND READY TO USE. IN CASE OF A FIRE, THE CONTRACTOR WILL REMOVE AT ALL TIMES ONE PROPERLY CHARGED 20 LB. ABC FIRE EXTINGUISHER WITHIN CLOSE PROXIMITY TO THE WORK AREA. THE FIRE EXTINGUISHER SHALL HAVE BEEN INSPECTED WITHIN THE PAST YEAR. IT SHALL BE KEPT IN A CONSPICUOUS LOCATION AND EASILY ACCESSIBLE PATHS TO THE FIRE EXTINGUISHER AND OTHER FIRE FIGHTING EQUIPMENT SHALL BE KEPT CLEAR.
4. REINSTATEMENT - ANY ROOFING, PAVEMENT, FOOTPAIR, CURB, GUTTERS, WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS AT NO COST TO THE OWNER.
5. REPAIRS - THE CONTRACTOR SHALL USE MAINTENANCE ROOFING OF SOUTH CAROLINA 2830 MORNINGSTAR DRIVE, WEST COLUMBIA, S.C. 29189 CONTACT: ED MAURION, PHONE: (803) 939-8310 TO REPAIR HOLES, DAMAGES, AND ALTERATIONS TO THE ROOF. IF EXCESSIVE COSTS ARE ASSOCIATED WITH THIS ROOFING CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE A/E OF THE SITUATION AND PROVIDE AN ALTERNATE ROOFING CONTRACTOR TO FOR BAW APPROVAL. PERFORM THE WORK.
6. REFERENCES - PERFORM WORK IN ACCORDANCE WITH THE NATIONAL ROOFING CONTRACTORS ASSOCIATION ROOFING AND WATERPROOFING MANUAL.
7. APPLICATION - APPLY MATERIALS IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO FABRICATION OR CONSTRUCTION.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
11. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER(S).
12. ALL STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
13. ALL DETAILING AND FABRICATION OF STEEL SHALL CONFORM TO THE REQUIREMENTS OF AISC SPECIFICATIONS.

**B**

**GENERAL NOTES (CONT.)**

14. WELDS SHALL BE MADE WITH E70 ELECTRODES.
15. GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO ANY SHOP DRAWINGS, FABRICATION OR NEW CONSTRUCTION.
16. ALL STEEL SHALL BE HOT-DIPPED GALVANIZED.
17. ANY WELDING OR DAMAGE TO GALVANIZING SHALL BE CLEANED AND PAINTED WITH GALVANIZING REPAIR PAINT.
18. ALL PERMITS AND COORDINATION FOR STREET CLOSURES, SAFETY CONSIDERATION, TRAFFIC CONTROL, BARRICADEING FOR GRAVE OPERATIONS TO HOST MATERIALS TO ROOF SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
19. CONTRACTOR SHALL EXERCISE CAUTION WITH REGARD TO TEMPORARY SIGNING (STORMING OF CONSTRUCTION MATERIALS ON ROOF SUCH AS CABLE TRAY, BALLAST, ANTENNA MOUNTS, ETC.) AND DISTRIBUTE MATERIALS SO AS NOT TO OVERLOAD THE ROOF STRUCTURE IN ANY AREAS. ALSO, EXERCISE CAUTION IN THE STORAGE OF MATERIALS ON ROOF SO AS NOT TO DAMAGE THE ROOF MEMBRANE.

**B**

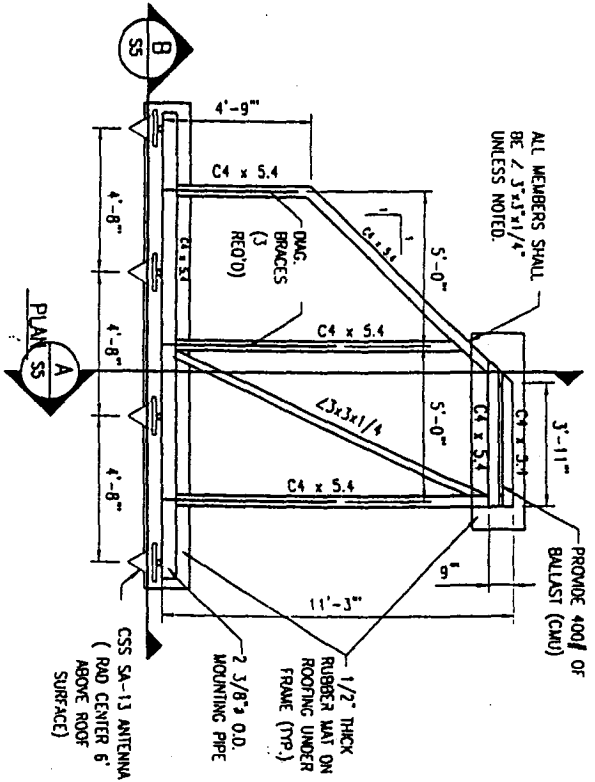
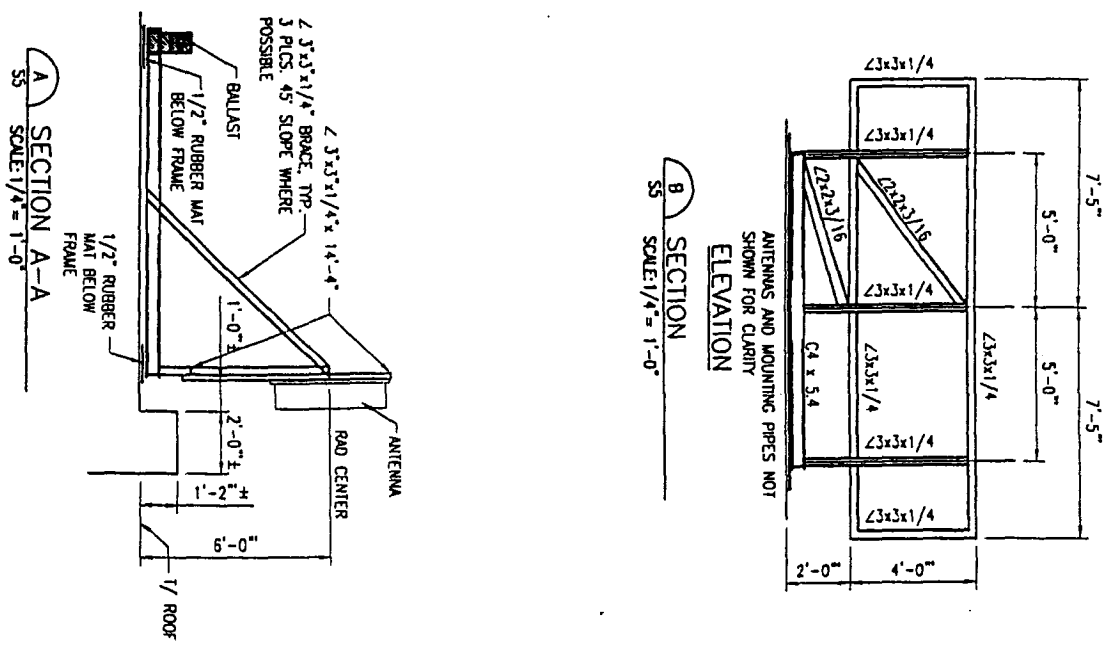


**1**  
**NON-PENETRATING ROOF**  
**ANTENNA SUPPORT**  
SCALE: 1/4" = 1'-0"

1. SEE ROOF PLAN FOR LOCATIONS.
2. THIS MOUNT TO BE USED AT 150° AND 270° AZIMUTHS.
3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 7-95 REQUIREMENTS FOR 90 MPH VELOCITY PLUS 1/2" ICE.

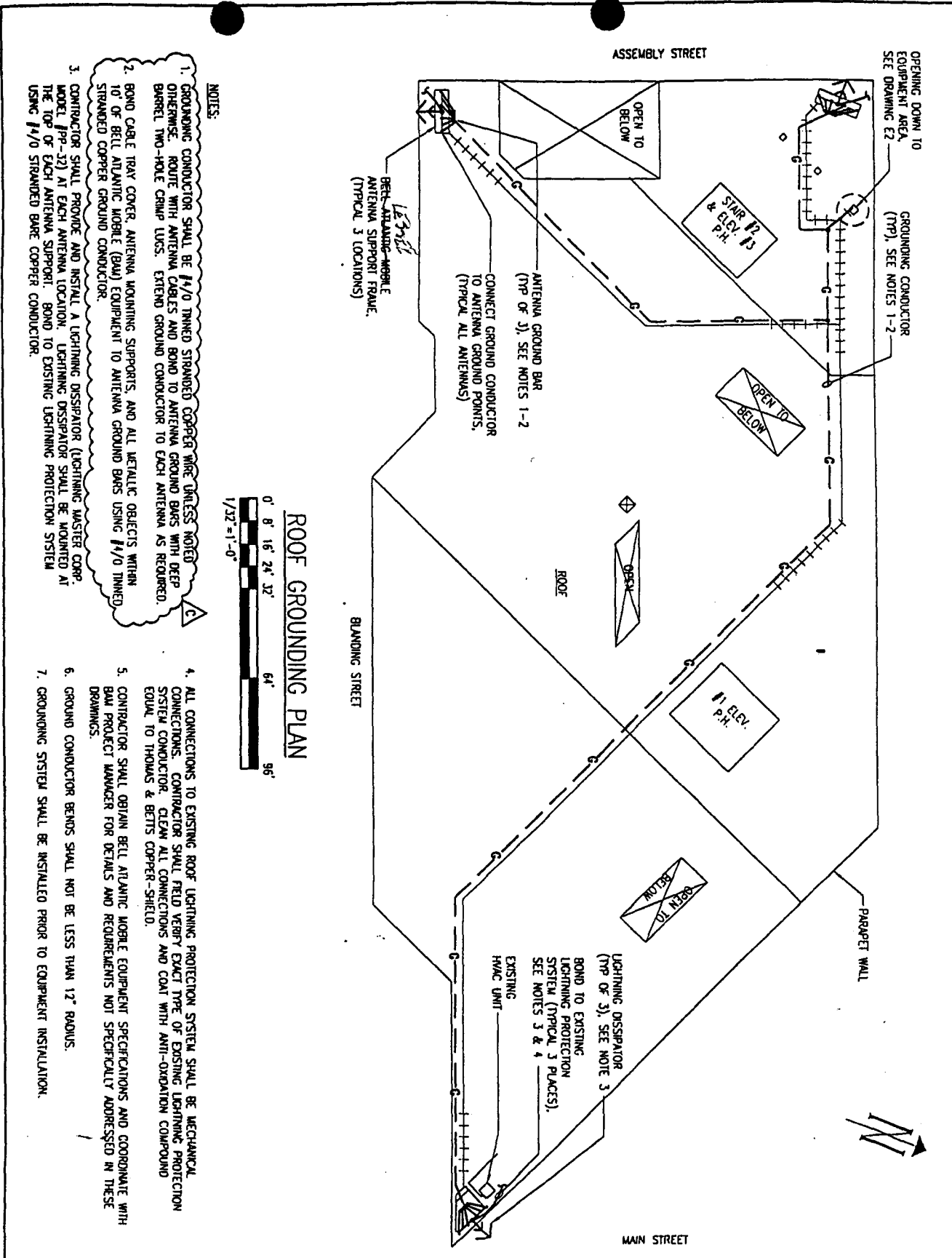
		<p>420 First Avenue, First Office Bldg 1117 Columbia, South Carolina 29202-1117 Tel: 803/742-1117 Fax: 803/735-5082</p> <p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p>	<p>994408 ASSEMBLY STREET GENERAL NOTES AND MOUNT PLAN</p>	<p><b>Celco Partnership dba</b> <b>Bell-Atlantic-Mobile</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> <th>BY</th> <th>CHKD.</th> </tr> <tr> <td>1</td> <td>11/19/2000</td> <td>PROT. CHANGES</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	NO.	DATE	REVISION DESCRIPTION	BY	CHKD.	1	11/19/2000	PROT. CHANGES			2					3				
NO.	DATE	REVISION DESCRIPTION	BY	CHKD.																					
1	11/19/2000	PROT. CHANGES																							
2																									
3																									
<p>1-2-00 LUD BECKER K. WILSON M. HULL PROJECT NUMBER CS994408.0000</p>	<p>7/16/2000 S4</p>																								





1. SEE ROOF PLAN FOR LOCATION
  2. THIS MOUNT TO BE USED AT 30° AZIMUTH.
  3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 7-95 REQUIREMENTS FOR 90 MPH VELOCITY PLUS 1/2" ICE.
- 1**  
SS  
NON-PENETRATING ROOF  
ANTENNA SUPPORT  
SCALE: 1/4" = 1'-0"

<p>ARCADIS GERAGHTY &amp; MILLER 420 Park Avenue, 9th Floor New York, NY 10022 Crestline, South Carolina 29682-1171 Tel: 861/72-1717 Fax: 861/73-0882</p>		<p>994408 ASSEMBLY STREET CUSTOM MOUNT PLAN ELEVATION AND DETAIL</p>		<p>Celco Partnership dba Bell Atlantic Mobile</p>	
<p>368 of 653</p>		<p>PROFESSIONAL ENGINEER SOUTH CAROLINA No. 6734 BAM</p>		<p>ARCADIS GERAGHTY &amp; MILLER No. 001881</p>	
<p>1-4-00 PROJECT NO. 994408 DATE: 03/02/00 DRAWN BY: J. G. MILLER CHECKED BY: J. G. MILLER SCALE: 1/4" = 1'-0"</p>		<p>DATE: 03/02/00 SCALE: 1/4" = 1'-0"</p>		<p>SS</p>	



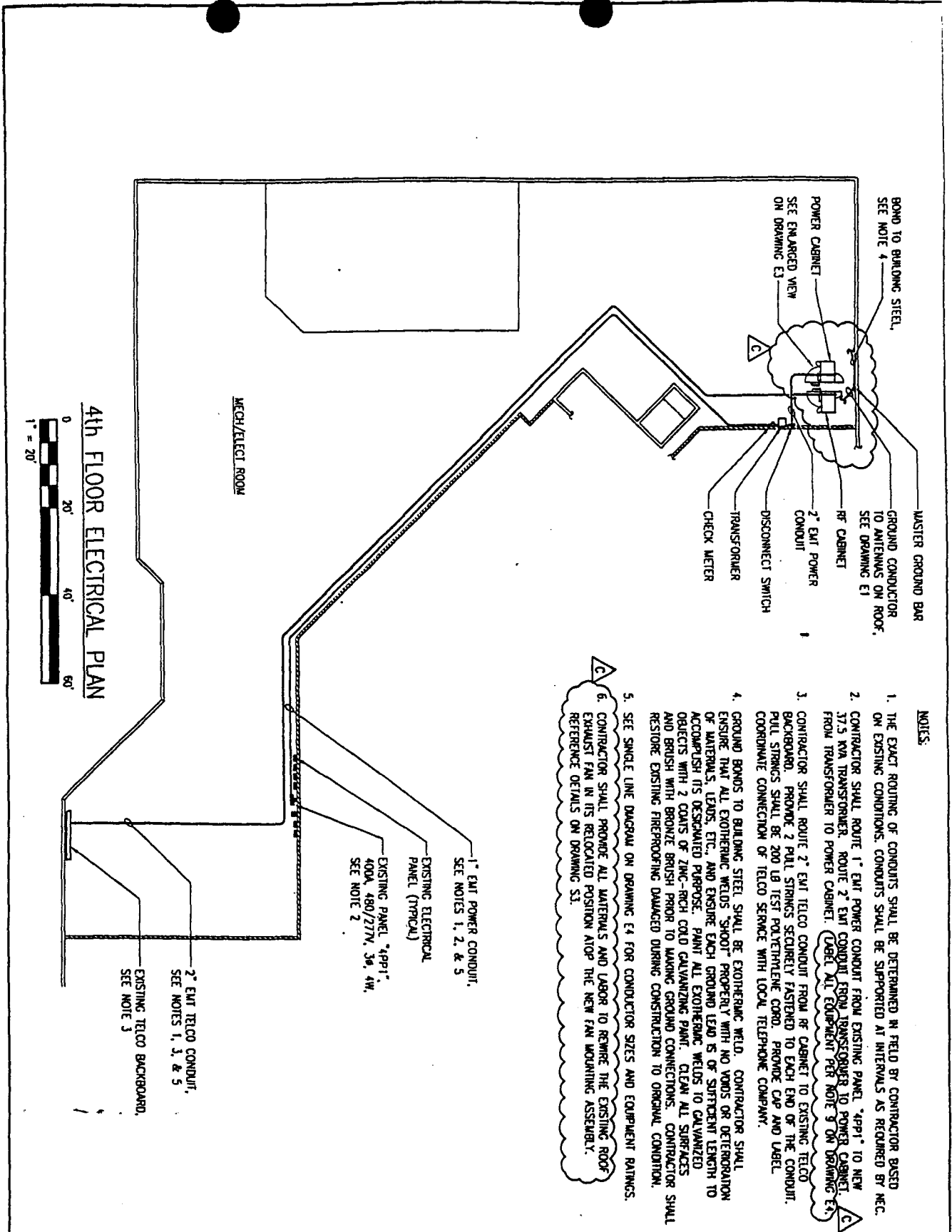
### ROOF GROUNDING PLAN



- NOTES:**
- GROUNDING CONDUCTOR SHALL BE #4/0 TINNED STRANDED COPPER WIRE UNLESS NOTED OTHERWISE. ROUTE WITH ANTENNA CABLES AND BOND TO ANTENNA GROUND BARS WITH DEEP BARREL TWO-HOLE CRIMP LUGS. EXTEND GROUND CONDUCTOR TO EACH ANTENNA AS REQUIRED.
  - BOND CABLE TRAY COVER, ANTENNA MOUNTING SUPPORTS, AND ALL METALLIC OBJECTS WITHIN 10' OF BELL ATLANTIC MOBILE (BAM) EQUIPMENT TO ANTENNA GROUND BARS USING #4/0 TINNED STRANDED COPPER GROUND CONDUCTOR.
  - CONTRACTOR SHALL PROVIDE AND INSTALL A LIGHTNING DISSIPATOR (LIGHTNING MASTER CORP. MODEL JPP-32) AT EACH ANTENNA LOCATION. LIGHTNING DISSIPATOR SHALL BE MOUNTED AT THE TOP OF EACH ANTENNA SUPPORT. BOND TO EXISTING LIGHTNING PROTECTION SYSTEM USING #4/0 STRANDED BARE COPPER CONDUCTOR.

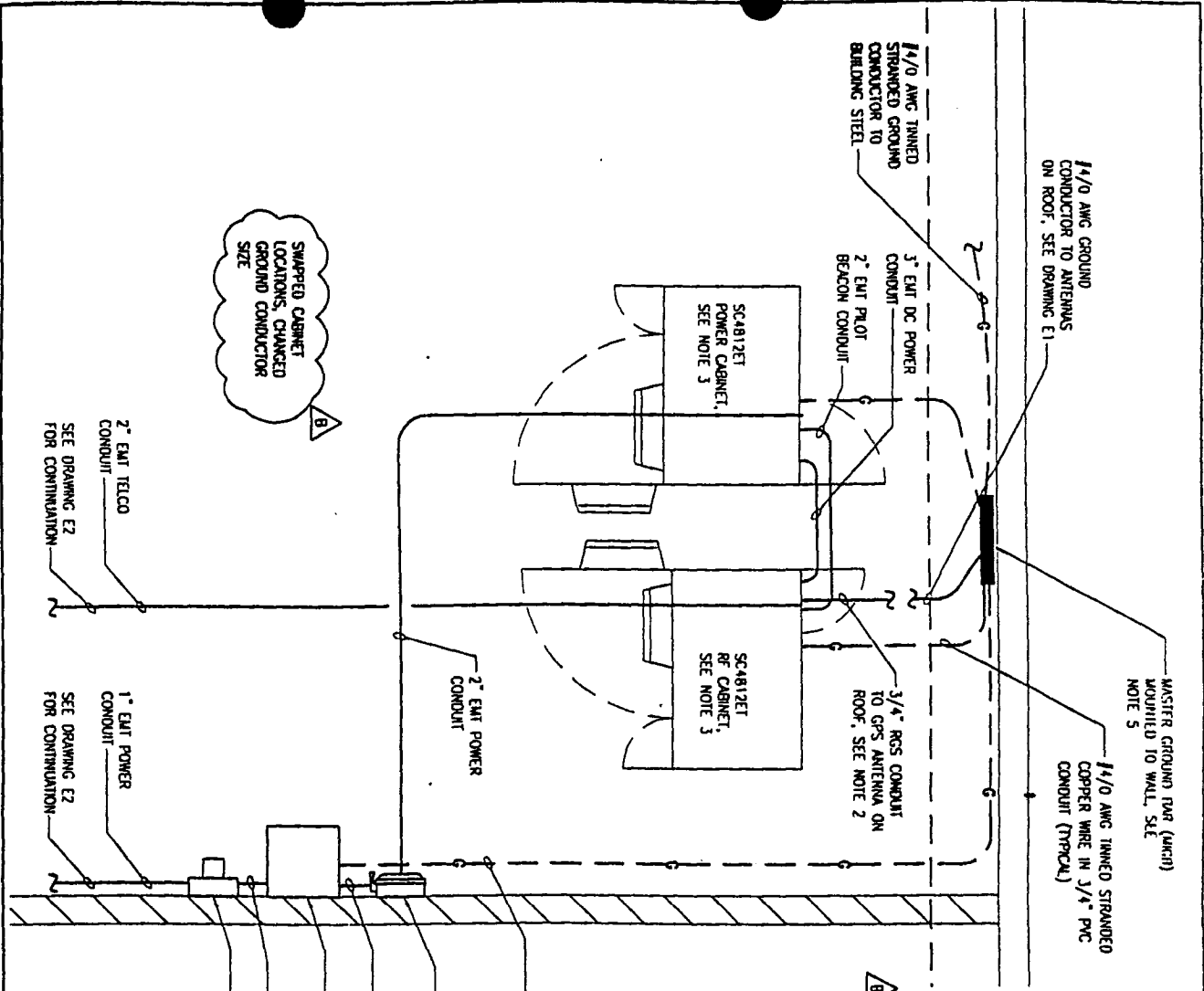
- ALL CONNECTIONS TO EXISTING ROOF LIGHTNING PROTECTION SYSTEM SHALL BE MECHANICAL CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY EXACT TYPE OF EXISTING LIGHTNING PROTECTION SYSTEM CONDUCTOR. CLEAN ALL CONNECTIONS AND COAT WITH ANTI-OXIDATION COMPOUND EQUAL TO THOMAS & BETTS COPPER-SHIELD.
- CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS AND COORDINATE WITH BAM PROJECT MANAGER FOR DETAILS AND REQUIREMENTS NOT SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
- GROUND CONDUCTOR BENDS SHALL NOT BE LESS THAN 12" RADII.
- GROUNDING SYSTEM SHALL BE INSTALLED PRIOR TO EQUIPMENT INSTALLATION.

<p>369 of 653</p> <p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>100 Park Avenue, 9th Floor, New York, NY 10022 Tel: 212-512-1177 Fax: 212-512-2002</p>		<p><b>CELCO PARTNERSHIP THE</b> <i>Bell Atlantic Mobile</i></p> <p>994408 ASSEMBLY STREET ROOF GROUNDING PLAN</p>		<p>DATE: 11 OCT 1998 REVISION: 000000</p>		<p>NO. 18272 3/2/00 CHRISTOPHER D. STURKING REGISTERED PROFESSIONAL ENGINEER</p>		<p>NO. 18272 3/2/00 CHRISTOPHER D. STURKING REGISTERED PROFESSIONAL ENGINEER</p>		<p>PROJECT NUMBER: CS994408.0000</p> <p>DATE: 07 OCT 1998</p> <p>DESIGN NUMBER: E1</p>	
---	--	---	--	---	--	--	--	--	--	--	--

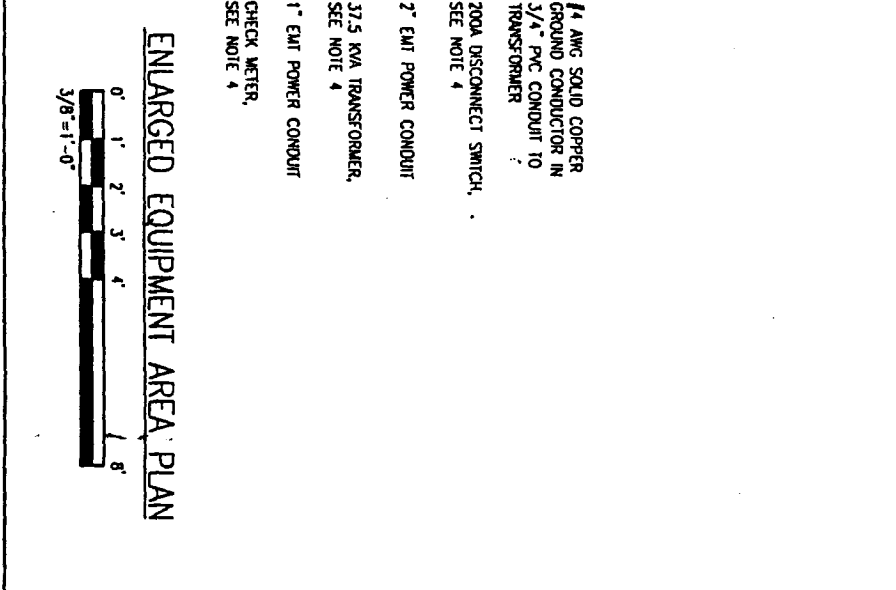


- NOTES:**
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY NEC.
  2. CONTRACTOR SHALL ROUTE 1" EXIT POWER CONDUIT FROM EXISTING PANEL "4pp1" TO NEW 17.5 KVA TRANSFORMER. ROUTE 2" EXIT CONDUIT FROM TRANSFORMER TO POWER CABINET, FROM TRANSFORMER TO POWER CABINET. (LABEL ALL EQUIPMENT PER NOTE 9 ON DRAWING E1).
  3. CONTRACTOR SHALL ROUTE 2" EXIT TELCO CONDUIT FROM RF CABINET TO EXISTING TELCO BACKBOARD. PROVIDE 2 PAUL STRINGS SECURELY FASTENED TO EACH END OF THE CONDUIT. PAUL STRINGS SHALL BE 200 LB TEST POLYETHYLENE CORD. PROVIDE CAP AND LABEL. COORDINATE CONNECTION OF TELCO SERVICE WITH LOCAL TELEPHONE COMPANY.
  4. GROUND BONDS TO BUILDING STEEL SHALL BE EXOTHERMIC WELD. CONTRACTOR SHALL ENSURE THAT ALL EXOTHERMIC WELDS "SHOOT" PROPERLY WITH NO Voids OR DETRIMENTATION OF MATERIALS, LEADS, ETC., AND ENSURE EACH GROUND LEAD IS OF SUFFICIENT LENGTH TO ACCOMPLISH ITS DESIGNATED PURPOSE. PAINT ALL EXOTHERMIC WELDS TO GALVANIZED OBJECTS WITH 2 COATS OF ZINC-RICH COLD GALVANIZING PAINT. CLEAN ALL SURFACES AND BRUSH WITH BRONZE BRUSH PRIOR TO MAKING GROUND CONNECTIONS. CONTRACTOR SHALL RESTORE EXISTING FIREPROOFING DAMAGED DURING CONSTRUCTION TO ORIGINAL CONDITION.
  5. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  6. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO REPAIR THE EXISTING ROOF EXHAUST FAN IN ITS RELOCATED POSITION ABOVE THE NEW FAN MOUNTING ASSEMBLY. REFERENCE DETAILS ON DRAWING S3.

<p>994408 ASSEMBLY STREET 4th FLOOR ELECTRICAL PLAN</p>		<p><b>ARCADIS</b> GERAGHTY &amp; MILLER 100 Park Avenue, First Office Bldg. 1117 New York, New York 10022-1117 Tel: 212/611-1117 Fax: 212/611-1122</p>	<p><b>Calico Partnership</b> 994408</p>	<p>NO. 1, 1972 3/2/02 REGISTERED PROFESSIONAL ENGINEER ELECTRICAL STATE OF NEW YORK</p>	<p>NO. 1, 1972 3/2/02 REGISTERED PROFESSIONAL ENGINEER ELECTRICAL STATE OF NEW YORK</p>	<p>PROJECT NO. 994408 DATE: 03/21/02 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: AS SHOWN PROJECT NAME: [Signature]</p>	<p>CS994408.0000</p>
---	--	--	---	---	---	--	----------------------



- NOTES:
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY NEC.
  2. ANTENNAS AND ANTENNA CABLES SHALL BE SUPPORTED BY BRILLIANT MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR. SEE STRUCTURAL DRAWINGS FOR ANTENNA INSTALLATION INFORMATION.
  3. CONTRACTOR SHALL OBTAIN SC4812ET EQUIPMENT INSTALLATION MANUALS AND SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
  4. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  5. CONNECTIONS TO MASTER GROUND BAR (MGB) SHALL BE WITH DEEP BARREL TWO-HOLE UNITS.



PROJECT SHEET

DATE: 11/11/99

PROJECT NUMBER: CS994408.0000

371 of 653

ARCADIS GERAGHTY & MILLER

420 Park Avenue, 14th Floor New York, NY 10022

TEL: 212/675-1117 FAX: 212/675-3002

CELLCO PARTNERSHIP with BELL ATTORNEY-MOBILE

994408

ASSEMBLY STREET

ENLARGED EQUIPMENT AREA PLAN

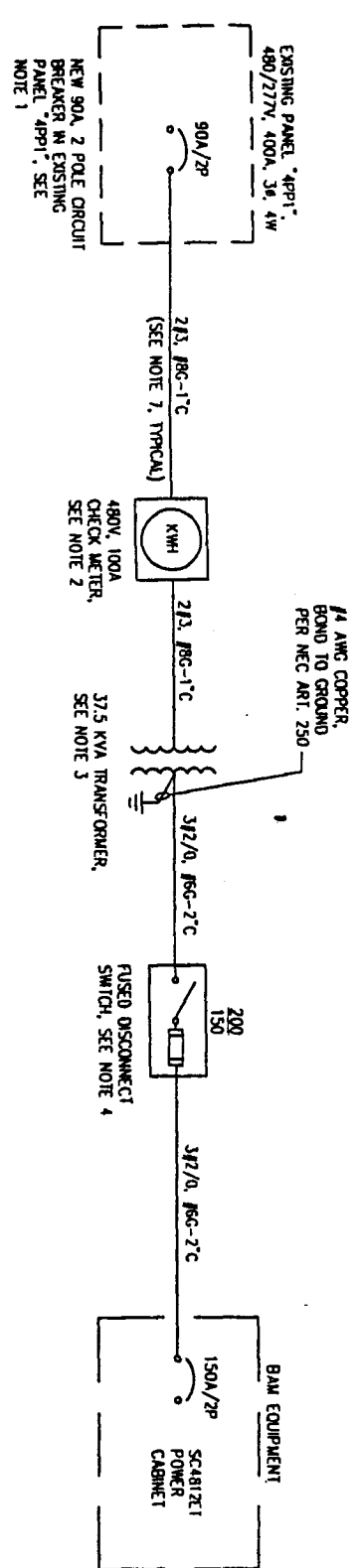
SEAL: SOUTH CAROLINA ARCHITECTS & ENGINEERS ASSOCIATION

NO. 011887

DATE: 11/11/99

PROJECT NUMBER: CS994408.0000

3



**SINGLE LINE DIAGRAM**  
 SCALE: NTS

- SINGLE LINE NOTES:**
- CONTRACTOR SHALL PROVIDE AND INSTALL A 90A, 2 POLE, 120/240V CIRCUIT BREAKER IN EXISTING PANELBOARD "APPT" LOCATED ON THE 4TH FLOOR (SEE DRAWING E2 FOR LOCATION). CIRCUIT BREAKER SHALL BE GE-TYPE WITH 14000 AIC RATING. FIELD VERIFY CIRCUIT BREAKER REQUIREMENTS SO THAT THE AND AIC RATING MATCH EXISTING.
  - CONTRACTOR SHALL PROVIDE AND INSTALL CHECK METER (WATT-HOUR METER) RATED FOR 480V, 100A, 1P, NEMA 1 ENCLOSURE. CHECK METER IS AN OWNER'S OPTION AND IS NOT REQUIRED IF POWER IS FURNISHED BY BUILDING OWNER AND WRITTEN IN LEASE. VERIFY REQUIREMENT WITH BELL ATLANTIC MOBILE (BAM) PROJECT MANAGER.
  - CONTRACTOR SHALL PROVIDE AND INSTALL 37.5 KVA FLOOR MOUNTED DRY-TYPE TRANSFORMER, 480V PRIMARY, 120/240V SECONDARY, 1P, NEMA 1 ENCLOSURE, 150C RISE, VENTILATED WITH STANDARD TAPS. TRANSFORMER SHALL BE GROUNDED PER NEC ARTICLE 250 REQUIREMENTS.
  - CONTRACTOR SHALL PROVIDE AND INSTALL FUSIBLE DISCONNECT SWITCH RATED FOR 120/240V, 200A, 2 POLE, 3W, HEAVY DUTY, NEMA 1 ENCLOSURE, FUSED AT 150A WITH CLASS J OR CLASS RKI FUSES.
  - CONTRACTOR SHALL INSTALL CHECK METER, TRANSFORMER, AND DISCONNECT SWITCH IN LOCATIONS SHOWN ON DRAWINGS. COORDINATE EXACT LOCATION OF ELECTRICAL EQUIPMENT WITH BAM PROJECT MANAGER PRIOR TO INSTALLATION.
- GENERAL NOTES:**
- ALL ELECTRICAL EQUIPMENT SHALL BE SQUARE-D, SIEMENS, OR GE UNLESS OTHERWISE NOTED.
  - ALL CONDUCTORS SHALL BE COPPER, SIZE AS NOTED ABOVE. INSULATION TYPE SHALL BE THIN/THIN FOR #10 AWG AND SMALLER, AND XHHW FOR #8 AWG AND LARGER. CONDUCTORS SHALL BE 90C RATED UNLESS NOTED OTHERWISE.
  - WHITE/NEUTRAL, GREEN/GROUND SHALL BE MAINTAINED THROUGHOUT THE SITE ELECTRICAL SYSTEM.
  - CONTRACTOR SHALL LABEL ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, AND EQUIPMENT CABINETS AS "BELL ATLANTIC MOBILE EQUIPMENT" USING NAMEPLATES. NAMEPLATES SHALL BE MINIMUM OF 2" X 4" W/ 1/2" LETTERING. WHITE LETTERING ON BLACK BACKGROUND.
  - CONTRACTOR SHALL USE CAT CONDUIT INSIDE BUILDING UNLESS NOTED OTHERWISE IN PLANS.
  - PROVIDE PULL BOXES SO THAT CONDUIT RUNS WITH MORE THAN 3 RIGHT ANGLE BENDS SHALL HAVE PULLS INSTALLED AT CONVENIENT INTERMEDIATE LOCATIONS. PULL BOXES SHALL BE SIZED IN ACCORDANCE WITH THE NEC.
  - ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, AND LOCAL REQUIREMENTS.
  - THE CONTRACTOR SHALL SEAL ALL CONDUIT PENETRATIONS, INCLUDING AROUND MOUNTING HARDWARE, WITH WEATHERPROOF CALMING. ALL WALL PENETRATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL AND STATE BUILDING CODES, RULES, AND REGULATIONS.
  - THE SCARIZET EQUIPMENT CABINETS SHALL BE SUPPLIED BY BELL ATLANTIC MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR.
  - CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.

<p>994408          ASSEMBLY STREET          SINGLE LINE DIAGRAM          AND NOTES</p>		<p>994408          ASSEMBLY STREET          SINGLE LINE DIAGRAM          AND NOTES</p>	<p>ARCADIS          GERAGHTY &amp; MILLER</p> <p>270 Park Avenue, 10th Floor New York, NY 10017          Geraghty &amp; Miller, Suite 1000 2002-11717          Tel: 800/732-1117 Fax: 800/732-0882</p>	<p>Professional Engineer          State of New York          No. 18272          8/21/00</p>	<p>PROJECT NUMBER: 994408.0000          SHEET NUMBER: E4</p>
--	--	--	--	---	--



June 28, 2000

Dick,

Please sign this Building and Rooftop Lease Agreement for the COL Assembly Street site. This site is on the Richland County Judicial Building.

The phase 1 report and review letter shows the titled owner to be Richland County. There are several judgments recorded against Richland County. The judgments are liens on the property. The risk is that a judgment can be foreclosed, however it is unlikely that Richland County will allow its judicial building to be sold.

The standard building and rooftop agreement was used with the following change:

1. The Lessor will not hold harmless Verizon Wireless. The lessor is of the opinion that South Carolina statute prohibits a governmental entity from holding anyone harmless.

Bill

A handwritten signature, appearing to be "dkm", is enclosed within a hand-drawn oval. The signature is written in a cursive, somewhat stylized font.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum is made this 29<sup>th</sup> day of June, 2000, between RICHLAND COUNTY, a body politic and political subdivision of the State of South Carolina, with its principal offices located at 2020 Hampton Street, Columbia South Carolina 29204, hereinafter designated LESSOR, and COLUMBIA CELLULAR TELEPHONE COMPANY, a General Partnership of the State of South Carolina, d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Tower Lease Agreement on June 29, 2000, for a term of five (5) years with the right to renew for three (3) additional five (5) year terms.
2. LESSOR hereby leases to LESSEE approximately four hundred (400') square feet on the fourth (4th) floor of the premises at 1701 Main Street, Columbia, South Carolina 29201, as shown **Sheet S2** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", and as shown on the Tax Map of the County of Richland as TMS No. 9614, and being further described in Deed Book 446 at Page 721 and Deed Book 382 at Page 544, as recorded in the Office of Register of Deeds for Richland County, together with that area of the roof as shown on **Sheet S1** of the Base Transceiver Roof Mount Site Construction Drawings prepared by Arcadis Geraghty & Miller attached hereto and incorporated herein as Exhibit "A", together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Property".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space to the leased roof space.

3. The Tower Lease Agreement commenced on June 29, 2000, and a copy of the Tower Lease Agreement is on file in the offices of the LESSOR and LESSEE.
4. The terms, covenants and provisions of the Tower Lease Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Book 00424-0980  
2000051160 07/07/2000 09:31:59.43 Memorandum of Lease  
Fee: \$20.00 County Tax: \$0.00 State Tax: \$0.00



IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written above.

LESSOR:

RICHLAND COUNTY

BY: Kit Smith [SEAL]

ITS: Chair

W. Anthony McDonald  
WITNESS

Warren A. Miller  
WITNESS

LESSEE:

COLUMBIA CELLULAR TELEPHONE COMPANY,  
D/B/A VERIZON WIRELESS

BY: CELLCO PARTNERSHIP, ITS MANAGING  
GENERAL PARTNER

BY: Richard J. Lynch [SEAL]

Richard J. Lynch  
Executive Vice President and Chief  
Technical Officer

W. A. Long  
WITNESS

Sam Taylor  
WITNESS

Richland County Attorney's Office

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

STATE OF SOUTH CAROLINA       )  
   )  
 COUNTY OF RICHLAND            )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Kit Smith, Chair of Richland County Council, a body politic and political subdivision, as his own act and deed, and on behalf of Richland County, sign, seal and deliver the within MEMORANDUM OF TOWER LEASE AGREEMENT; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

W. Anthony McDonald  
 (1) WITNESS

SWORN TO AND SUBSCRIBED BEFORE ME  
 This 13 day of June 2000

M. M. Wilson Taylor  
 Notary Public for South Carolina  
 My Commission Expires: Oct. 23, 2002

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 29<sup>th</sup> day of June, 2000, before me appeared David M. Hammond, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief Technical Officer of Cellco Partnership, managing general partner of Columbia Cellular Telephone Company d/b/a Verizon Wireless, to execute the forgoing instrument and that said instrument was signed on behalf of said partnership and limited partnership and said David M. Hammond, acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

  
Notary Public

My commission expires:

**WILLIAM H. NEVILLE**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Exp. April 22, 2001



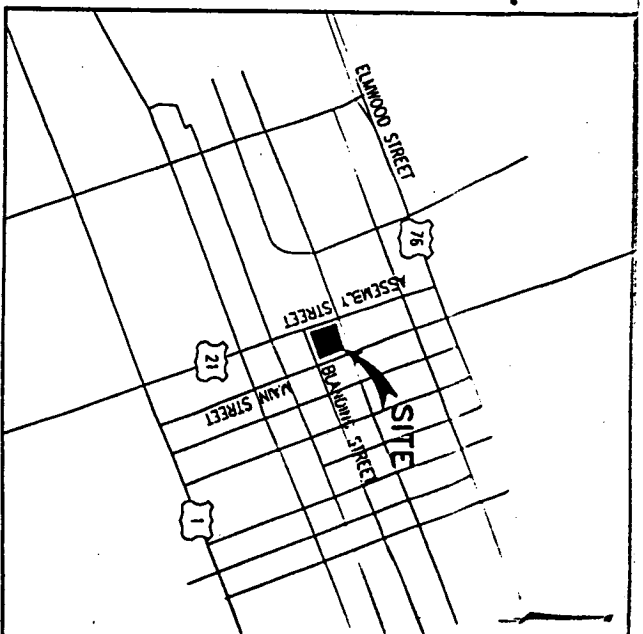
# Celco Partnership ~~dba~~ ~~Bell Atlantic Mobile~~

## BASE TRANSCIEVER ROOF MOUNT SITE

994408

ASSEMBLY STREET  
CITY OF COLUMBIA  
SOUTH CAROLINA  
JOB NO. # GS994408.0000/00001

DIRECTIONS :  
TAKE I-26 SOUTH TILL IT TURNS INTO  
ELMWOOD AVE.(US-76) FOLLOW ELMWOOD  
AVENUE APPROX. 1/2 MILE TO ASSEMBLY  
STREET. TURN RIGHT ON ASSEMBLY STREET  
APPROXIMATELY .75 MILES. SITE IS ON  
ROOF OF RICHLAND COUNTY MUNICIPAL  
BUILDING ON LEFT.



VICINITY MAP

### INDEX OF DRAWINGS

DWG.	TITLE	DWG.	TITLE
S1	ROOF ANTENNA PLAN	E1	ROOF GROUNDING PLAN
S2	PARTIAL 4th FLOOR PLAN TELECOM EQUIPMENT	E2	4th FLOOR ELECTRICAL PLAN
S3	SECTION AND DETAILS	E3	ENLARGED EQUIPMENT AREA PLAN
S4	GENERAL NOTES AND MOUNT PLAN	E4	SINGLE LINE DIAGRAM AND NOTES
S5	CUSTOM MOUNT PLAN, ELEVATION AND DETAIL		

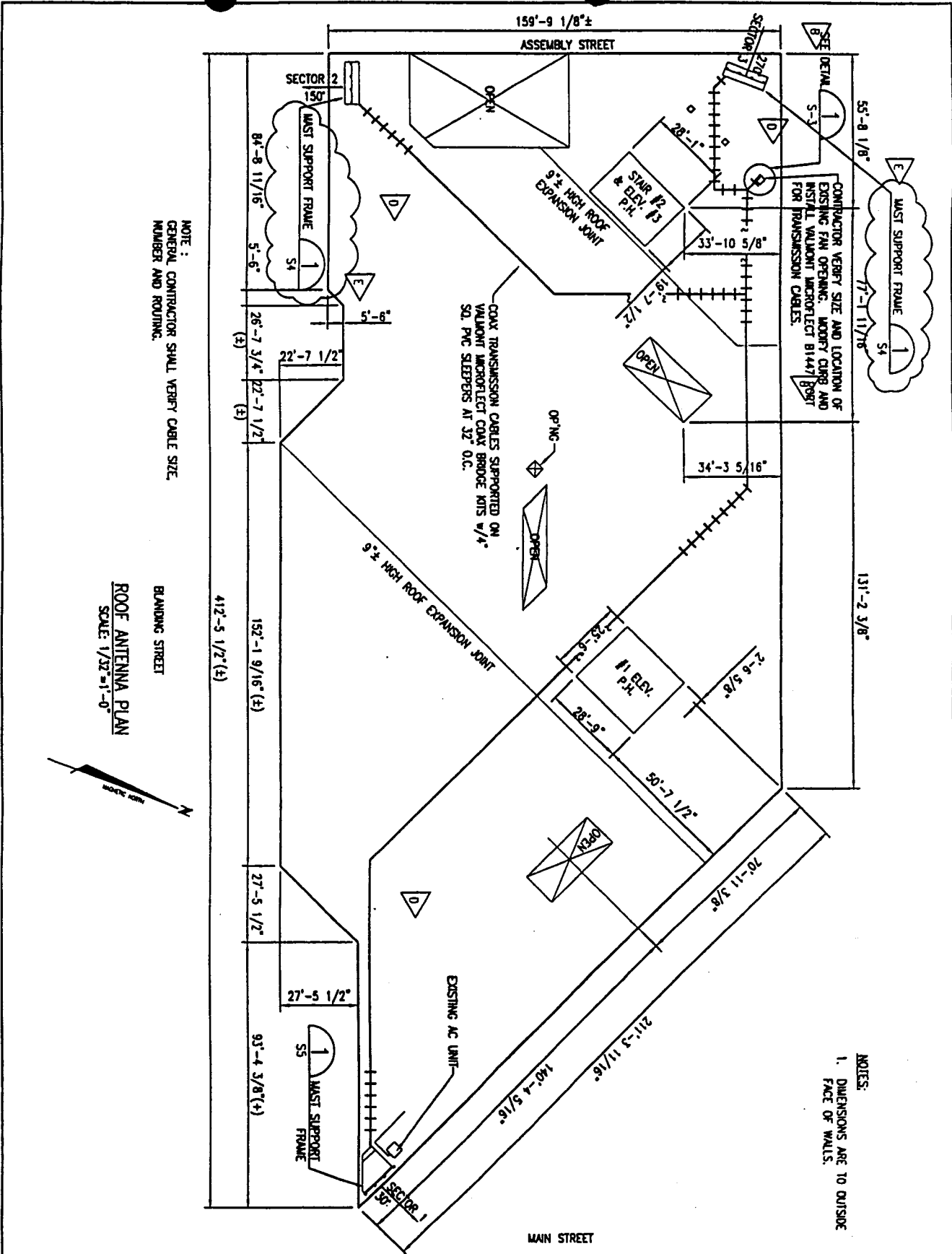
PREPARED BY:

**ARCADIS GERAGHTY & MILLER**



420 Park Avenue, Post Office Box 1717  
Greenville, South Carolina 29602-1717  
Tel: 864/242-1717 Fax: 864/235-9062

EXHIBIT A



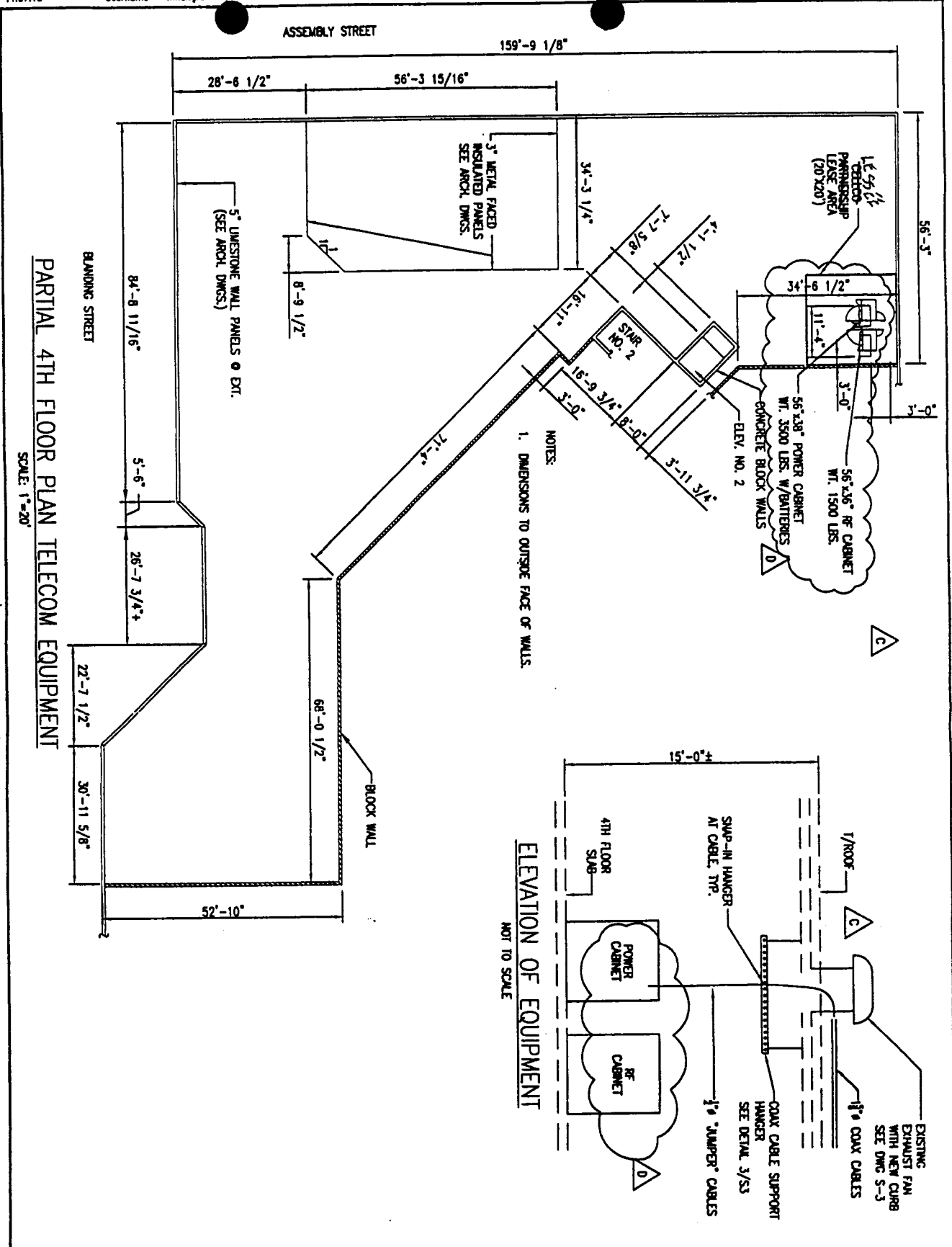
NOTE:  
GENERAL CONTRACTOR SHALL VERIFY CABLE SIZE,  
NUMBER AND ROUTING.

BLANDING STREET  
ROOF ANTENNA PLAN  
SCALE: 1/32"=1'-0"



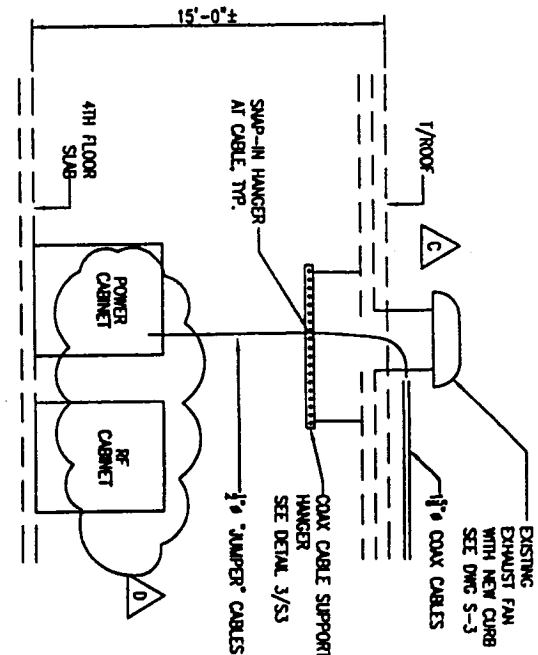
NOTES:  
1. DIMENSIONS ARE TO OUTSIDE  
FACE OF WALLS.

<p>99-4408 ASSEMBLY STREET ROOF ANTENNA PLAN</p>		<p><b>ARCADIS</b> GERASHITY &amp; MILLER</p> <p>200 Park Avenue, 10th Floor, New York, NY 10022 Tel: (212) 771-1717 Fax: (212) 771-1002</p>	<p><b>ARCADIS</b> GERASHITY &amp; MILLER No. 00187 379 81 653</p>	<p><b>WILSON ENGINEERS ARCHITECTS</b> 1501 WILSON BLVD HUNTER TOWN, VA 24041 Tel: (540) 833-1111 Fax: (540) 833-1112</p>	<p>1-1-00 PROJECT NO. 99-4408 DATE: 11/17/99 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p>	<p>CS994408.0000 SI</p>
--	--	---	---	--	--	-----------------------------

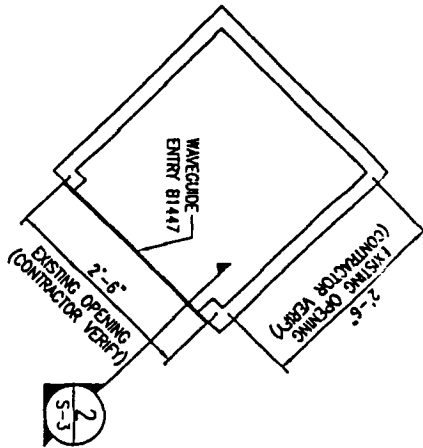


**PARTIAL 4TH FLOOR PLAN TELECOM EQUIPMENT**  
SCALE: 1"=20'

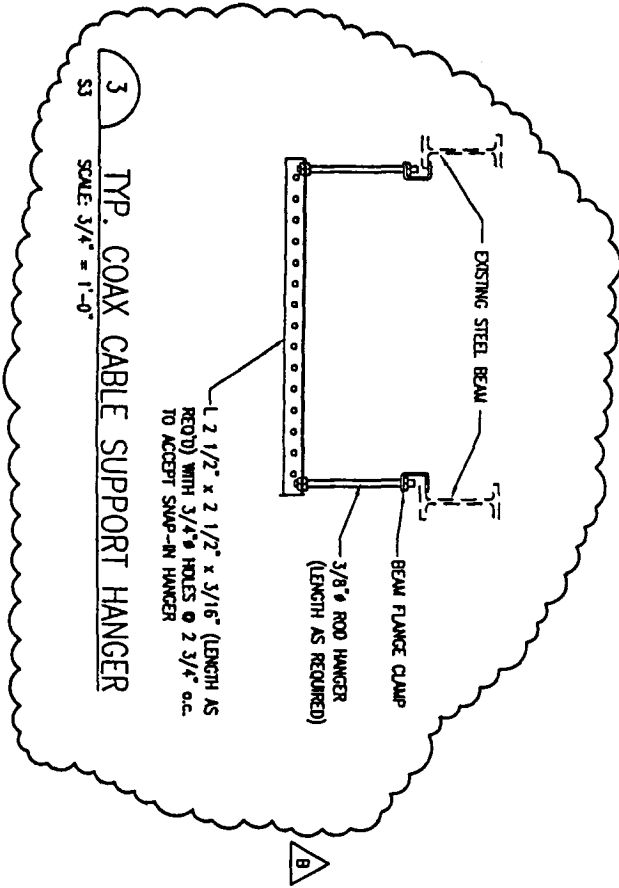
**ELEVATION OF EQUIPMENT**  
NOT TO SCALE



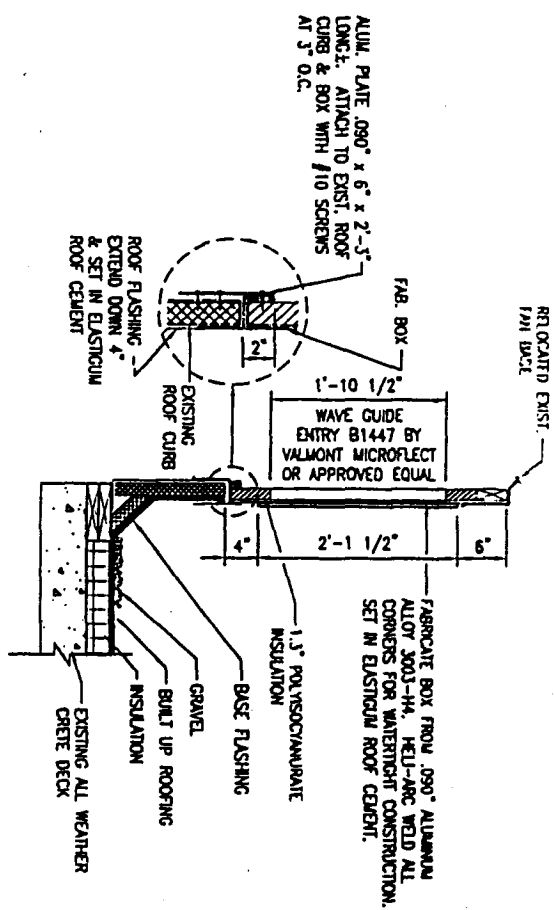
<p>994408 ASSEMBLY STREET PARTIAL 4TH FLOOR PLAN TELECOM EQUIPMENT</p>		<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>420 Park Avenue, 10th Floor, New York, NY 10022 New York, South Carolina 29602-1717 Tel: 804/721-1717 Fax: 804/721-3002</p>		<p><b>SOUTH CAROLINA</b> REGISTERED PROFESSIONAL ENGINEER WILLIAM HUNTER No. 6734</p>		<p>380 of 653</p>	
<p>DATE: 02/23/00 DRAWN BY: mhultgr CHECKED BY: mhultgr SCALE: 1"=20'</p>		<p>DATE: 02/23/00 DRAWN BY: mhultgr CHECKED BY: mhultgr SCALE: 1"=20'</p>		<p>DATE: 02/23/00 DRAWN BY: mhultgr CHECKED BY: mhultgr SCALE: 1"=20'</p>		<p>DATE: 02/23/00 DRAWN BY: mhultgr CHECKED BY: mhultgr SCALE: 1"=20'</p>	



1 FAN MOUNTING - PLAN VIEW  
SCALE: 3/4" = 1'-0"



3 TYP. COAX CABLE SUPPORT HANGER  
SCALE: 3/4" = 1'-0"



2 SECTION  
SCALE: 3/4" = 1'-0"

1. SEE NOTES ON DRAWING S4
2. USE VALMONT MICROFLECT (OR APPROVED EQUAL) ENTRY PORT BOOT FOR CABLE ENTRY. PROVIDE MANUFACTURER'S WATERIGHT CAP OR PLUG AT UNUSED PORTS.

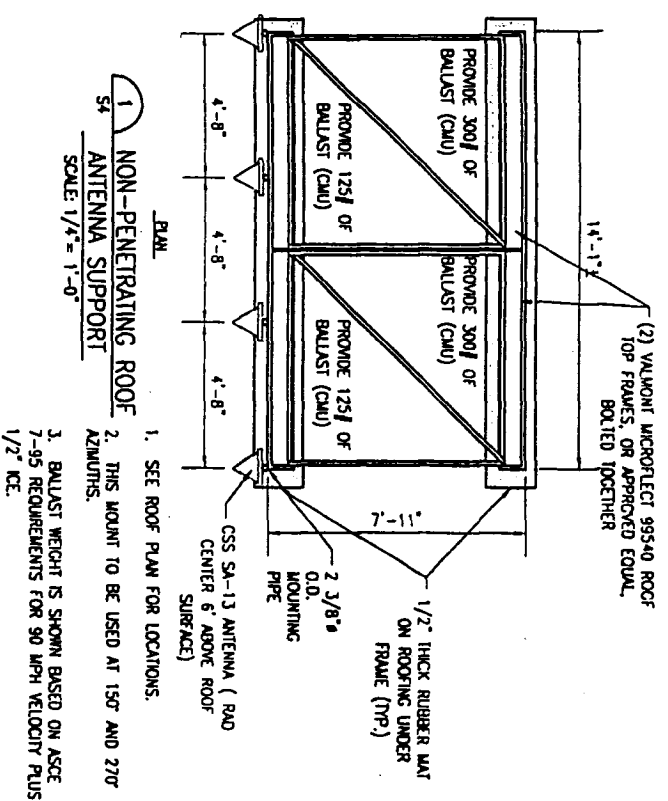
<p>994408 ASSEMBLY STREET SECTION AND DETAIL</p>		<p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p> <p>420 Pop Avenue, Post Office Box 1717 Cary, North Carolina 27513 Tel: 919/271-1177 Fax: 919/273-0622</p>		<p><b>REGISTERED PROFESSIONAL ENGINEER</b> SOUTH CAROLINA No. 6224 WALTER HUNTER</p>		<p><b>REGISTERED PROFESSIONAL ENGINEER</b> SOUTH CAROLINA No. 6224 WALTER HUNTER</p>	
<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>	<p>DATE: 02/02/00</p> <p>PROJECT: 994408</p> <p>DATE: 02/02/00</p> <p>PROJECT: 994408</p>

**GENERAL NOTES**

1. TEMPORARY ROOF PROTECTION - THE ROOF AROUND THE WORKING AREAS SHALL BE TEMPORARILY PROTECTED AS WELL AS THE PATHS BETWEEN THE WORK AREA AND ROOF ENTRY DOORS. THE METHOD OF PROTECTION SHALL COMPLY WITH ANY ROOF WARRANTY THAT MAY BE IN EFFECT. IF PENETRATING SUBSTANCES, SUCH AS ACIDS, CHEMICALS OR TOOLS ARE TO BE USED DURING CONSTRUCTION, PROVIDE ADDITIONAL PROTECTION TO PREVENT ROOF DAMAGE.
2. EXISTING ROOF CONDITION - PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL RECORD THE CONDITION OF THE ROOF BY PHOTOGRAPHING ALL AREAS THAT WILL BE AFFECTED. AT HIS DISCRETION THE CONTRACTOR MAY PHOTOGRAPH ANY OTHER STRUCTURES WITHIN PROXIMITY TO WORK AREAS. IN ORDER TO RECORD THEIR CONDITION ALSO, THESE PHOTOGRAPHS SHALL BE ASSEMBLED IN A NOTEBOOK IDENTIFYING EACH PHOTOGRAPH WITH LOCATION AND OBJECT PICTURED. A SUMMARY OF THE INSPECTION OF THE ROOF STATING IT'S CONDITION SHALL ACCOMPANY THE PHOTOS AND WILL BE PROVIDED TO THE A/E PRIOR TO COMMENCING THE WORK. IF THE CONDITION OF THE ROOF IS IN A POOR STATE, THE CONTRACTOR SHALL NOTIFY THE A/E IMMEDIATELY. A METHOD WILL BE ARRANGED TO ENSURE WORK WILL PROCEED WITHOUT DESPITE OF ROOF RESTORATION RESPONSIBILITY.
3. FIRE PROTECTION - COMPLY WITH OSHA STANDARDS THROUGHOUT THE PROJECT. WHEN OPERATING TOOLS THAT PRODUCE SPARKS, FLAME, OR HEAT, THE CONTRACTOR WILL DESIGNATE AN INDIVIDUAL TO STAND BY THE INDIVIDUAL OPERATING THE TOOL WITH A 20 LB. ABC FIRE EXTINGUISHER WITH IT'S PIN REMOVED AND READY TO USE IN CASE OF A FIRE. THE CONTRACTOR WILL PROVIDE AT ALL TIMES ONE PROPERLY CHARGED 20 LB. ABC FIRE EXTINGUISHER WITHIN CLOSE PROXIMITY TO THE WORK AREA. THE FIRE EXTINGUISHER SHALL HAVE BEEN INSPECTED WITHIN THE PAST YEAR. IT SHALL BE KEPT IN A CONSPICUOUS LOCATION AND EASILY ACCESSIBLE PATHS TO THE FIRE EXTINGUISHER AND OTHER FIRE FIGHTING EQUIPMENT SHALL BE KEPT CLEAR.
4. REINSTATEMENT - ANY ROOFING, PAVEMENT, FOOTPATH, CURB, GUTTERS, WALLS, FLOORS, SERVICES AND EXISTING FEATURES OR OTHER PROPERTIES, DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS AT NO COST TO THE OWNER.
5. REPAIRS - THE CONTRACTOR SHALL USE MARION ROOFING OF SOUTH CAROLINA 2430 MORNINGSTAR DRIVE, WEST COLUMBIA, S.C. 29169 CONTRACT: ED MARION, PHONE: (803) 939-8310 TO REPAIR HOLES, DAMAGES, AND ALTERATIONS TO THE ROOF. IF EXCESSIVE COSTS ARE ASSOCIATED WITH THIS ROOFING CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE A/E OF THE SITUATION AND PROVIDE AN ALTERNATE ROOFING CONTRACTOR TO FOR GEA APPROVAL BEFORE THE WORK.
6. REFERENCES - PERFORM WORK IN ACCORDANCE WITH THE NATIONAL ROOFING CONTRACTORS ASSOCIATION ROOFING AND WATERPROOFING MANUAL.
7. APPLICATION - APPLY MATERIALS IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO FABRICATION OR CONSTRUCTION.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH APPLICABLE AUTHORITIES.
11. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER(S).
12. ALL STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
13. ALL DETAILING AND FABRICATION OF STEEL SHALL CONFORM TO THE REQUIREMENTS OF AISC SPECIFICATIONS.

**GENERAL NOTES (CONT.)**

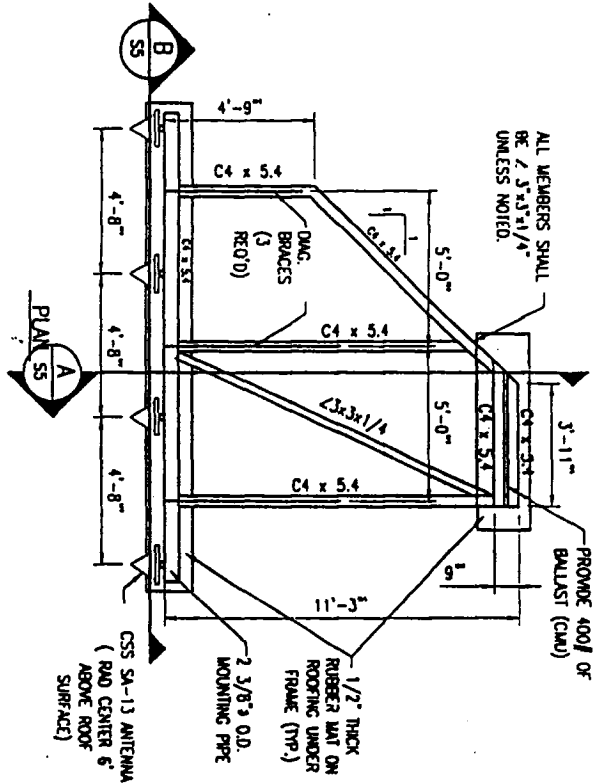
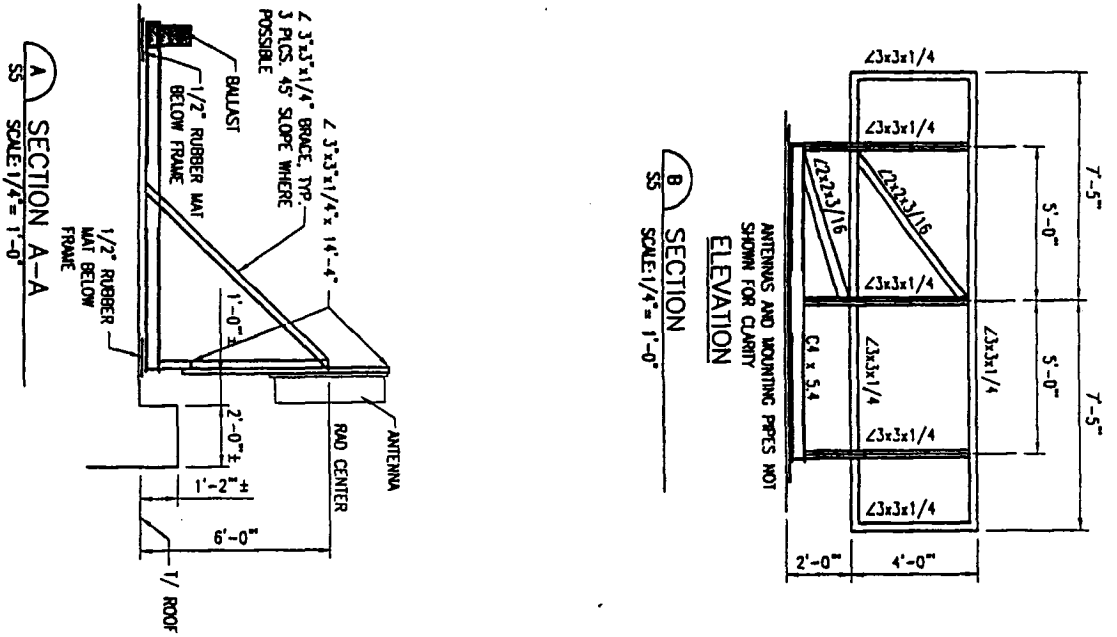
14. WELDS SHALL BE MADE WITH E70 ELECTRODES.
15. GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS OF EXISTING CONSTRUCTION PRIOR TO ANY SHOP DRAWINGS, FABRICATION OR NEW CONSTRUCTION.
16. ALL STEEL SHALL BE HOT-DIPPED GALVANIZED.
17. ANY WELDING OR DAMAGE TO GALVANIZING SHALL BE CLEANED AND PAINTED WITH GALVANIZING REPAIR PAINT.
18. ALL REPAIRS AND CORROSION FOR STREET CLOSURES, SAFETY CONSIDERATION, TRAFFIC CONTROL, SUBSEQUENT FOR CRANE OPERATIONS TO HOST MATERIALS TO ROOF SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
19. CONTRACTOR SHALL EXERCISE CAUTION WITH REGARD TO TEMPORARY STAGING (STORAGE OF CONSTRUCTION MATERIALS ON ROOF SUCH AS CABLE TRAY, BALLAST, ANTENNA MOUNTS, ETC.) AND DISTRIBUTE MATERIALS SO AS NOT TO OVERLOAD THE ROOF STRUCTURE IN ANY AREAS. ALSO, EXERCISE CAUTION IN THE STORAGE OF MATERIALS ON ROOF SO AS NOT TO DAMAGE THE ROOF MEMBRANE.



1. SEE ROOF PLAN FOR LOCATIONS.
2. THIS MOUNT TO BE USED AT 15° AND 27° AZIMUTHS.
3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 7-95 REQUIREMENTS FOR 90 MPH VELOCITY PLUS 1/2" ICE.

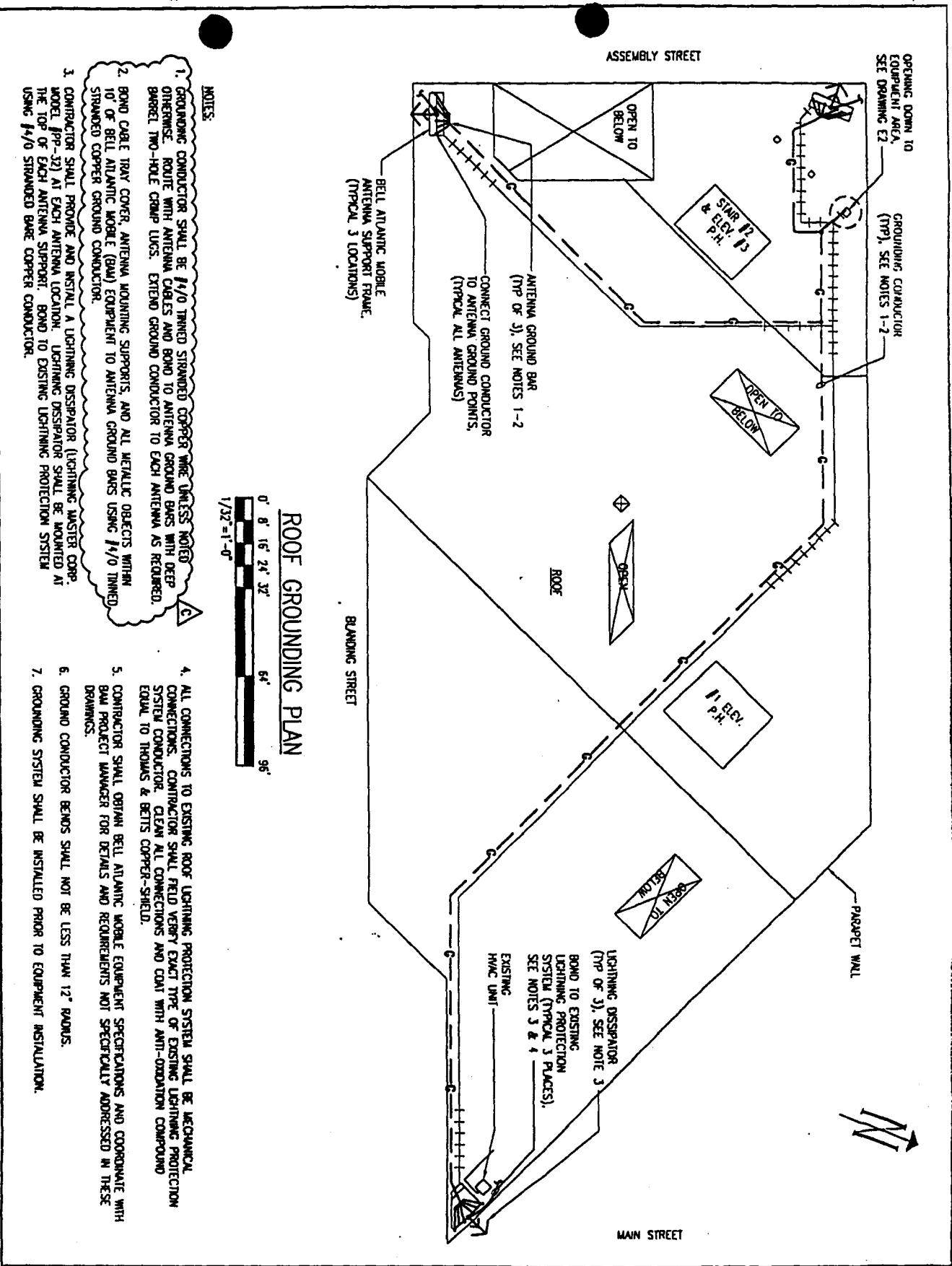
<p>630 Park Avenue, First Floor, New York, NY 10022                  Consulting, Design, Construction Management                  Tel: 212/697-1111 Fax: 212/697-1112</p> <p><b>ARCADIS</b> GERAGHTY &amp; MILLER</p>		<p>382 of 653</p>
<p>Professional Engineer                  State of New York                  No. 6758                  Hunter</p>		<p>3-1-00                  PROJECT NO. 994408                  SHEET NO. 54</p>
<p>Callico Partnership                  694408                  ASSEMBLY STREET                  GENERAL NOTES AND                  MOUNT PLAN</p>		<p>54</p>





1. SEE ROOF PLAN FOR LOCATION
  2. THIS MOUNT TO BE USED AT 30° AZIMUTH.
  3. BALLAST WEIGHT IS SHOWN BASED ON ASCE 7-95 REQUIREMENTS FOR 90 MPH VELOCITY PLUS 1/2" ICE.
- 1**  
NON-PENETRATING ROOF  
ANTENNA SUPPORT  
SCALE 1/4" = 1'-0"

<p>994408 ASSEMBLY STREET CUSTOM MOUNT PLAN ELEVATION AND DETAIL</p>		<p><b>ARCADIS</b> GERASHTY &amp; MILLER</p> <p>220 First Avenue, Third Floor, Box 1272 Charlotte, North Carolina 28202-1272 Tel: 803/753-1171 Fax: 803/753-0882</p>	
<p><b>Cellco Partnership dba</b> <b>Bell Atlantic Mobile</b></p>		<p><b>SOUTH CAROLINA ARCHITECTS &amp; ENGINEERS</b> No. 6734 WILLIAM HUNTER HUNTER</p>	
<p>PROJECT NUMBER: 994408.0000</p>		<p>PROJECT NUMBER: SS</p>	



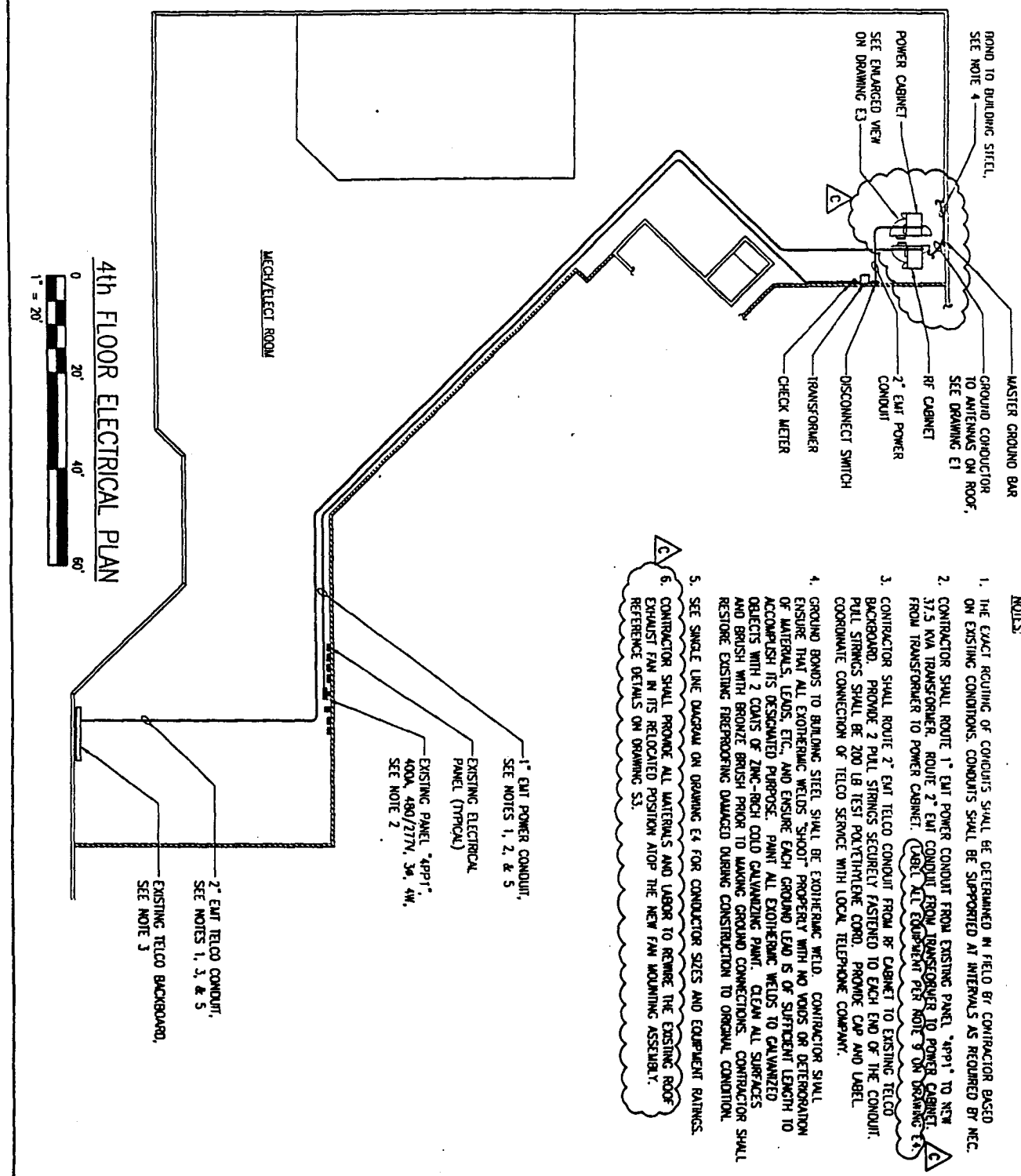
### ROOF GROUNDING PLAN



- NOTES:**
1. GROUNDING CONDUCTOR SHALL BE #4/0 TINNED STRANDED COPPER WIRE (UNLESS NOTED OTHERWISE). ROUTE WITH ANTENNA CABLES AND BOND TO ANTENNA GROUND BARS WITH DEEP BARREL TWO-HOLE GRIP LUGS. EXTEND GROUND CONDUCTOR TO EACH ANTENNA AS REQUIRED.
  2. BOND CABLE TRAY COVER, ANTENNA MOUNTING SUPPORTS, AND ALL METALLIC OBJECTS WITHIN 10' OF BELL ATLANTIC MOBILE (BAM) EQUIPMENT TO ANTENNA GROUND BARS USING #4/0 TINNED STRANDED COPPER GROUND CONDUCTOR.
  3. CONTRACTOR SHALL PROVIDE AND INSTALL A LIGHTNING DISSIPATOR (LIGHTNING MASTER CORP. MODEL #PP-32) AT EACH ANTENNA LOCATION. LIGHTNING DISSIPATOR SHALL BE MOUNTED AT THE TOP OF EACH ANTENNA SUPPORT. BOND TO EXISTING LIGHTNING PROTECTION SYSTEM USING #4/0 STRANDED BARE COPPER CONDUCTOR.

4. ALL CONNECTIONS TO EXISTING ROOF LIGHTNING PROTECTION SYSTEM SHALL BE MECHANICAL CONNECTIONS. CONTRACTOR SHALL FIELD VERIFY EXACT TYPE OF EXISTING LIGHTNING PROTECTION SYSTEM CONDUCTOR. CLEAN ALL CONNECTIONS AND COAT WITH ANTI-OXIDATION COMPOUND EQUAL TO THOMAS & BETTS COPPER-SHIELD.
5. CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS AND COORDINATE WITH BAM PROJECT MANAGER FOR DETAILS AND REQUIREMENTS NOT SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
6. GROUND CONDUCTOR BENDS SHALL NOT BE LESS THAN 12" RADII.
7. GROUNDING SYSTEM SHALL BE INSTALLED PRIOR TO EQUIPMENT INSTALLATION.

<p>ARCADIS GERAGHTY &amp; MILLER</p> <p>200 Park Avenue, Third Floor, New York, NY 10022 Tel: (212) 717-1171 Fax: (212) 717-8882</p>			
<p>Callco Partnership dba Bell Atlantic Mobile</p> <p>9944408 ASSEMBLY STREET ROOF GROUNDING PLAN</p>			
<p>DATE: 05/20/00 BY: [Signature] CHECKED: [Signature] DATE: 05/20/00 BY: [Signature] CHECKED: [Signature] DATE: 05/20/00 BY: [Signature] CHECKED: [Signature]</p>		<p>PROJECT NO.: CS994408.0000 SHEET NO.: E1</p>	



- NOTES:**
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY NEC.
  2. CONTRACTOR SHALL ROUTE 1" EMT POWER CONDUIT FROM EXISTING PANEL "Appr" TO NEW 37.5 KVA TRANSFORMER. ROUTE 2" EMT CONDUIT FROM TRANSFORMER TO POWER CABINET FROM TRANSFORMER TO POWER CABINET. LABEL ALL EQUIPMENT PER NOTE 9 ON DRAWING E3.
  3. CONTRACTOR SHALL ROUTE 2" EMT TELCO CONDUIT FROM RF CABINET TO EXISTING TELCO BACKBOARD. PROVIDE 2 PULL STRINGS SECURELY FASTENED TO EACH END OF THE CONDUIT. PULL STRINGS SHALL BE 200 LB TEST POLYETHYLENE CORD. PROVIDE CAP AND LABEL COORDINATE CONNECTION OF TELCO SERVICE WITH LOCAL TELEPHONE COMPANY.
  4. GROUND BONDS TO BUILDING STEEL SHALL BE EXOTHERMIC WELD. CONTRACTOR SHALL ENSURE THAT ALL EXOTHERMIC WELDS "SHOOT" PROPERLY WITH NO Voids OR DETACHMENT OF MATERIALS, LEADS, ETC., AND ENSURE EACH GROUND LEAD IS OF SUFFICIENT LENGTH TO ACCOMPLISH ITS DESIGNATED PURPOSE. PAINT ALL EXOTHERMIC WELDS TO GALVANIZED OBJECTS WITH 2 COATS OF ZINC-RICH COLD GALVANIZING PAINT. CLEAN ALL SURFACES AND BRUSH WITH BRONZE BRUSH PRIOR TO MAKING GROUND CONNECTIONS. CONTRACTOR SHALL RESTORE EXISTING FIREPROOFING DAMAGED DURING CONSTRUCTION TO ORIGINAL CONDITION.
  5. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  6. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO REWIRE THE EXISTING ROOF EXHAUST FAN IN ITS RELOCATED POSITION A10P THE NEW FAN MOUNTING ASSEMBLY. REFERENCE DETAILS ON DRAWING S3.

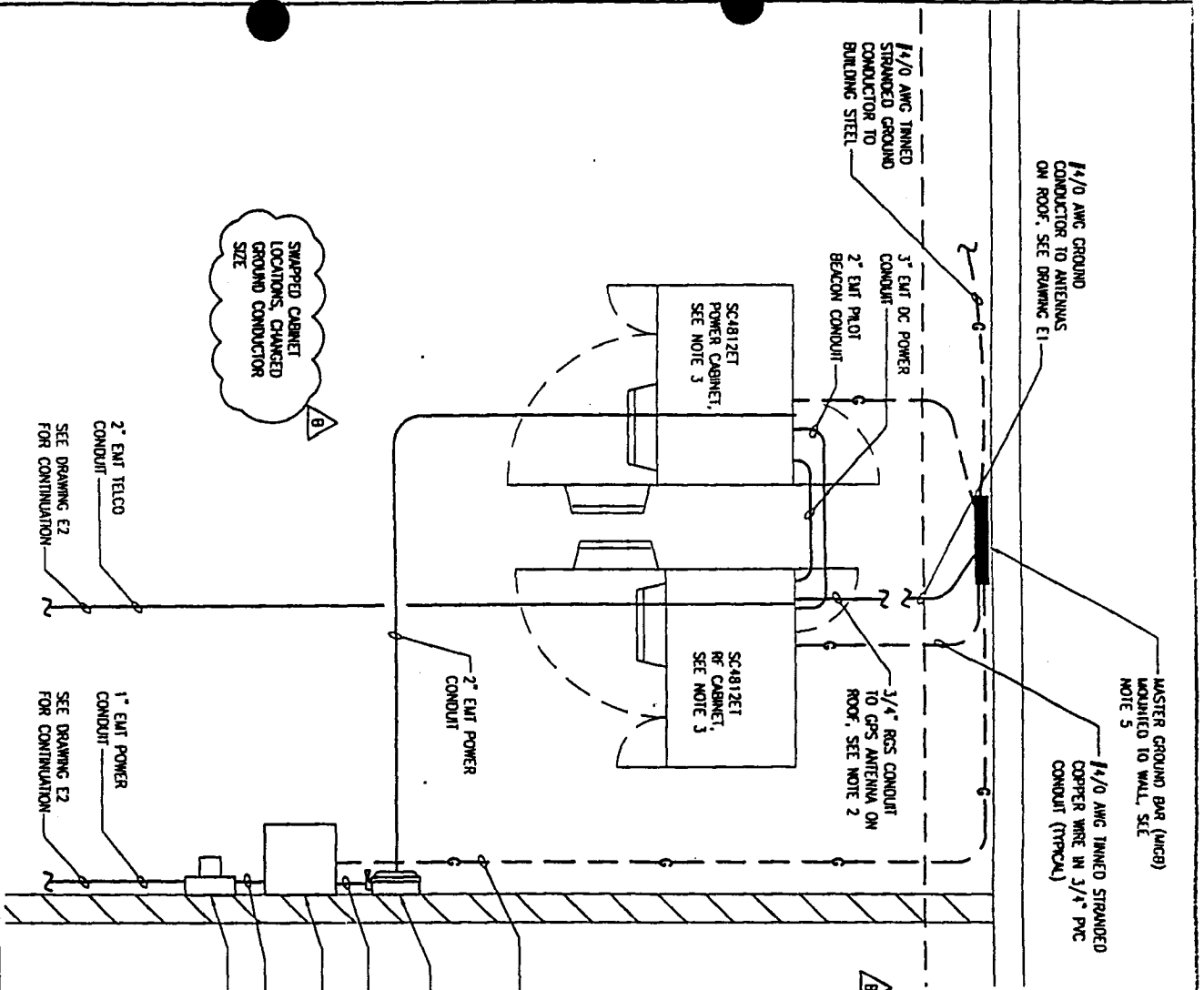
<p>128 Post Avenue, Post Office Box 1172                  Columbia, South Carolina 29802-1172                  Tel: 803/751-1172 Fax: 803/751-0022</p> <p><b>ARCADIS</b>                  GERAGHTY &amp; MILLER</p>	<p>128 Post Avenue, Post Office Box 1172                  Columbia, South Carolina 29802-1172                  Tel: 803/751-1172 Fax: 803/751-0022</p> <p><b>ARCADIS</b>                  GERAGHTY &amp; MILLER                  No. 011847</p>	<p>128 Post Avenue, Post Office Box 1172                  Columbia, South Carolina 29802-1172                  Tel: 803/751-1172 Fax: 803/751-0022</p> <p><b>ARCADIS</b>                  GERAGHTY &amp; MILLER                  No. 011847</p>	<p>128 Post Avenue, Post Office Box 1172                  Columbia, South Carolina 29802-1172                  Tel: 803/751-1172 Fax: 803/751-0022</p> <p><b>ARCADIS</b>                  GERAGHTY &amp; MILLER                  No. 011847</p>
---	---	---	---

994408  
 ASSEMBLY STREET  
 4th FLOOR  
 ELECTRICAL PLAN

**Celco Partnership with Bell Atlantic Mobile**

NO.	DATE	REVISION	BY
1	11 OCT 1998	ISSUE FOR BIDDING	...
2	12 FEB 1999	REVISED PER ...	...
3	11 OCT 1998	REVISED PER ...	...
4	11 OCT 1998	REVISED PER ...	...

PROJECT NO: 994408  
 DRAWING NO: 994408-0000  
 SHEET NO: E2



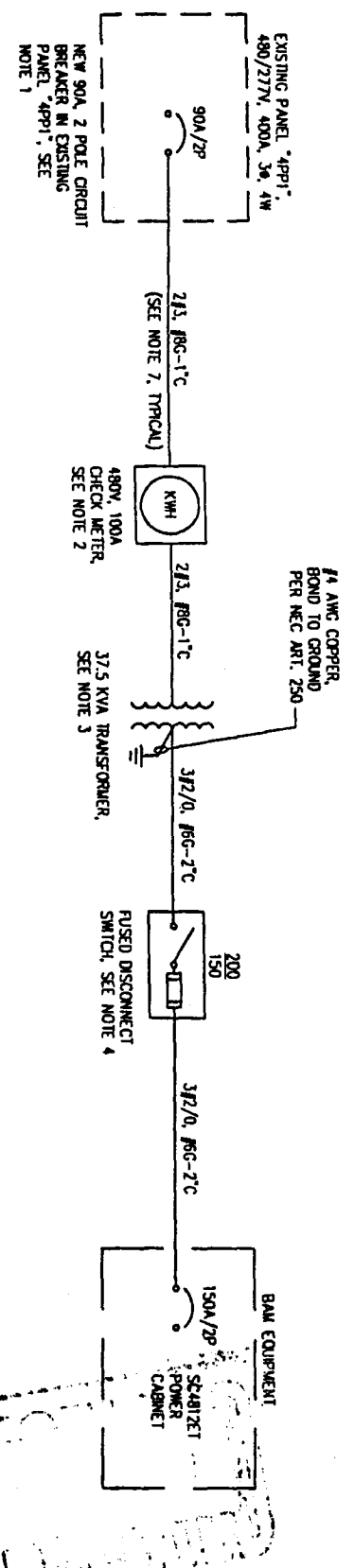
SWAPPED CABINET LOCATIONS, CHANGED GROUND CONDUCTOR SIZE

- NOTES:
1. THE EXACT ROUTING OF CONDUITS SHALL BE DETERMINED IN FIELD BY CONTRACTOR BASED ON EXISTING CONDITIONS. CONDUITS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED BY R.C.C.
  2. ANTENNAS AND ANTENNA CABLES SHALL BE SUPPORTED BY BELL ATLANTIC MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR. SEE STRUCTURAL DRAWINGS FOR ANTENNA INSTALLATION INFORMATION.
  3. CONTRACTOR SHALL OBTAIN SC4812ET EQUIPMENT INSTALLATION MANUALS AND SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
  4. SEE SINGLE LINE DIAGRAM ON DRAWING E4 FOR CONDUCTOR SIZES AND EQUIPMENT RATINGS.
  5. CONNECTIONS TO MASTER GROUND BAR (MGB) SHALL BE WITH DEEP BARREL TWO-HOLE LUGS.

ENLARGED EQUIPMENT AREA PLAN



<p>994408          ASSEMBLY STREET          ENLARGED EQUIPMENT          AREA PLAN</p>		<p>ARCADIS          GERAGHTY &amp; MILLER</p>	<p>198 Park Avenue, 14th Floor New York, NY 10022          Geraghty &amp; Miller          Tel: 212/754-1117 Fax: 212/754-1002</p>	<p>STATE OF CALIFORNIA          PROFESSIONAL ENGINEER          No. 14372          3/2/99          STURMIE OWENS, D.</p>	<p>DATE: 3/2/99          TIME: 1:00 PM          PROJECT: 994408.0000          SHEET: E3</p>
---	--	---	---	---	---



**SINGLE LINE DIAGRAM**

SCALE: NTS

**SINGLE LINE NOTES:**

- CONTRACTOR SHALL PROVIDE AND INSTALL A 90A, 2 POLE, 120/240V CIRCUIT BREAKER IN EXISTING PANELBOARD "APP1" LOCATED ON THE 4th FLOOR (SEE DRAWING E2 FOR LOCATION). CIRCUIT BREAKER SHALL BE GE-TYPE WITH 14000 AIC RATING. FIELD VERIFY CIRCUIT CIRCUIT BREAKER REQUIREMENTS SO THAT TYPE AND AIC RATING MATCH EXISTING.
- CONTRACTOR SHALL PROVIDE AND INSTALL CHECK METER (WATT-HOUR METER) RATED FOR 480V, 100A, 1Ø, NEMA 1 ENCLOSURE. CHECK METER IS AN OWNER'S OPTION AND IS NOT REQUIRED IF POWER IS FURNISHED BY BUILDING OWNER AND WRITTEN IN LEASE. VERIFY REQUIREMENT WITH BELL ATLANTIC MOBILE (BAM) PROJECT MANAGER.
- CONTRACTOR SHALL PROVIDE AND INSTALL 37.5 KVA FLOOR MOUNTED DRY-TYPE TRANSFORMER, 480V PRIMARY, 120/240V SECONDARY, 1Ø, NEMA 1 ENCLOSURE, 150°C RISE, VENTILATED WITH STANDARD TAPS. TRANSFORMER SHALL BE GROUNDED PER NEC ARTICLE 250 REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE AND INSTALL FUSIBLE DISCONNECT SWITCH RATED FOR 120/240V, 200A, 2 POLE, 3M HEAVY DUTY, NEMA 1 ENCLOSURE, FUSED AT 150A WITH CLASS J OR CLASS RK1 FUSES.
- CONTRACTOR SHALL INSTALL CHECK METER, TRANSFORMER, AND DISCONNECT SWITCH IN LOCATIONS SHOWN ON DRAWINGS. COORDINATE EXACT LOCATION OF ELECTRICAL EQUIPMENT WITH BAM PROJECT MANAGER PRIOR TO INSTALLATION.

**GENERAL NOTES:**

- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, AND LOCAL REQUIREMENTS.
- THE CONTRACTOR SHALL SEAL ALL CONDUIT PENETRATIONS, INCLUDING AROUND MOUNTING HARDWARE, WITH WEATHERPROOF CAULKING. ALL WALL PENETRATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL AND STATE BUILDING CODES, RULES, AND REGULATIONS.
- THE SCARLET EQUIPMENT CABINETS SHALL BE SUPPLIED BY BELL ATLANTIC MOBILE (BAM) AND INSTALLED BY THE CONTRACTOR.
- CONTRACTOR SHALL OBTAIN BELL ATLANTIC MOBILE EQUIPMENT SPECIFICATIONS FOR DETAILS AND REQUIREMENTS WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.
- CONTRACTOR SHALL LABEL ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, AND EQUIPMENT CABINETS AS "BELL ATLANTIC MOBILE EQUIPMENT" USING NAMEPLATES. NAMEPLATES SHALL BE MINIMUM OF 2 1/4" X 4 1/4" 1/2" LETTERING, WHITE LETTERING ON BLACK BACKGROUND.
- CONTRACTOR SHALL USE EMT CONDUIT INSIDE BUILDING UNLESS NOTED OTHERWISE IN PLANS.
- PROVIDE PULL BOXES SO THAT CONDUIT RUNS WITH MORE THAN 3 RIGHT ANGLE BENDS SHALL HAVE PULLS INSTALLED AT CONVENIENT INTERMEDIATE LOCATIONS. PULL BOXES SHALL BE SIZED IN ACCORDANCE WITH THE NEC.

<p>ARCADIS GERAGHTY &amp; MILLER</p> <p>120 Poplar Avenue, First Office Bldg. 1117 Columbia, South Carolina 29202-1117 Tel: 803/724-1117 Fax: 803/723-5002</p>		<p>99-4408 ASSEMBLY STREET SINGLE LINE DIAGRAM AND NOTES</p>	
<p>PROJECT NO. 03994408.0000</p>		<p>E4</p>	



## Richland County Council Request for Action

**Subject:**

An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2023) for Richland County, South Carolina for Fiscal Year beginning July 1, 2022 and ending June 30, 2023. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2022 and ending June 30, 2023

**Notes:**

First Reading: May 3, 2022

Second Reading: May 26, 2022

Third Reading: June 7, 2022 {Tentative}

Public Hearing: May 19, 2022

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ 22-HR**

**An Ordinance to raise revenue, make appropriations, and adopt FY 2023 Annual Budget for Richland County, South Carolina; 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, 2022 will provide sufficient revenues for the operations of Richland County Government from July 1, 2022 through June 30, 2023 (Fiscal Year 2023)**

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

**SECTION 1.** The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2022-2023 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$189,747,431	\$3,025,000	\$4,603,503	\$197,375,934	\$186,657,182	\$10,395,758	\$197,052,940
General Fund Capital					\$322,994		\$322,994
<b>General Fund</b>	<b>\$189,747,431</b>	<b>\$3,025,000</b>	<b>\$4,603,503</b>	<b>\$197,375,934</b>	<b>\$186,980,176</b>	<b>\$10,395,758</b>	<b>\$197,375,934</b>
<b>Special Revenue</b>							
Victim’s Rights	\$331,216	\$945,289	\$0	\$1,276,505	\$1,276,505	\$0	\$1,276,505
Tourism Development	\$1,253,120	\$0	\$0	\$1,253,120	\$1,253,120	\$0	\$1,253,120
Temporary Alcohol Permits	\$172,168	\$0	\$0	\$172,168	\$172,168	\$0	\$172,168
Emergency Telephone System	\$2,100,000	\$2,189,951	\$2,115,150	\$6,405,101	\$6,405,101	\$0	\$6,405,101
Fire Service	\$29,811,786		\$1,255,798	\$31,067,584	\$29,877,633	\$1,189,951	\$31,067,584
Stormwater Management	\$3,732,147	\$0	\$0	\$3,732,147	\$3,732,147	\$0	\$3,732,147
Conservation Commission Fund	\$909,330	\$143,988	\$85,860	\$1,139,178	\$1,139,178	\$0	\$1,139,178
Neighborhood Redev. Fund	\$909,330	\$0	\$0	\$909,330	\$909,330	\$0	\$909,330
Hospitality Tax	\$7,800,000	\$0	\$1,444,318	\$9,244,318	\$4,756,568	\$4,487,750	\$9,244,318
Accommodation Tax	\$395,000	\$0	\$0	\$395,000	\$370,000	\$25,000	\$395,000
Title IVD - Sheriff’s Fund	\$55,563	\$0	\$0	\$55,563	\$55,563	\$0	\$55,563
Road Maintenance Fee	\$6,100,000	\$0	\$2,093,572	\$8,193,572	\$8,193,572	\$0	\$8,193,572
Public Defender	\$1,600,000	\$3,826,423	\$0	\$5,426,423	\$5,426,423	\$0	\$5,426,423
Transportation Tax	\$80,000,000	\$0	\$0	\$80,000,000	\$25,203,164	\$54,796,836	\$80,000,000
School Resource Officers	\$4,960,633	\$1,996,712	\$0	\$6,957,345	\$6,957,345	\$0	\$6,957,345
Economic Development	\$2,647,345	\$879,750	\$0	\$3,527,095	\$1,922,951	\$1,604,144	\$3,527,095
<b>Special Revenue Total</b>	<b>\$142,777,638</b>	<b>\$9,982,113</b>	<b>\$6,994,698</b>	<b>\$159,754,449</b>	<b>\$97,650,768</b>	<b>\$62,103,681</b>	<b>\$159,754,449</b>
<b>Debt Service</b>							
General Debt Service	\$20,208,361	\$0	\$0	\$20,208,361	\$20,208,361	\$0	\$20,208,361
Fire Bonds 2018B 1,500,000	\$545,600	\$0	\$0	\$545,600	\$545,600	\$0	\$545,600
RFC-IP Revenue Bond 2019	\$1,604,144	\$0	\$0	\$1,604,144	\$1,604,144	\$0	\$1,604,144
Hospitality Refund 2013A B/S	\$0	\$1,487,750	\$0	\$1,487,750	\$1,487,750	\$0	\$1,487,750
East Richland Public Svc Dist.	\$1,438,561	\$0	\$0	\$1,438,561	\$1,438,561	\$0	\$1,438,561
Recreation Commission Debt Svc	\$3,769,189	\$0	\$0	\$3,769,189	\$3,769,189	\$0	\$3,769,189
Riverbanks Zoo Debt Service	\$2,556,463	\$0	\$0	\$2,556,463	\$2,556,463	\$0	\$2,556,463
School District 1 Debt Service	\$61,071,918	\$0	\$0	\$61,071,918	\$61,071,918	\$0	\$61,071,918
School District 2 Debt Service	\$64,215,424	\$0	\$0	\$64,215,424	\$64,215,424	\$0	\$64,215,424
Transportation BAN		\$14,433,250	\$0	\$14,433,250	\$14,433,250	\$0	\$14,433,250
<b>Debt Service Total</b>	<b>\$155,409,660</b>	<b>\$15,921,000</b>	<b>\$0</b>	<b>\$171,330,660</b>	<b>\$171,330,660</b>	<b>\$0</b>	<b>\$171,330,660</b>
<b>Enterprise Funds</b>							
Solid Waste Enterprise Fund	\$41,542,159	\$0	\$0	\$41,542,159	\$41,542,159	\$0	\$41,542,159
Richland County Utilities	\$13,820,000	\$0	\$0	\$13,820,000	\$13,820,000	\$0	\$13,820,000
Hamilton-Owens Airport Operating	\$300,000	\$270,846	\$10,878	\$581,724	\$581,724	\$0	\$581,724
<b>Enterprise Funds Total</b>	<b>\$55,662,159</b>	<b>\$270,846</b>	<b>\$10,878</b>	<b>\$55,943,883</b>	<b>\$55,943,883</b>	<b>\$0</b>	<b>\$55,943,883</b>
<b>Millage Agencies</b>							
Richland Cnty Recreation Commission	\$15,362,500	\$0	\$0	\$15,362,500	\$15,362,500	\$0	\$15,362,500
Columbia Area Mental Health	\$2,408,000	\$0	\$0	\$2,408,000	\$2,408,000	\$0	\$2,408,000
Public Library	\$29,460,000	\$0	\$0	\$29,460,000	\$29,460,000	\$0	\$29,460,000
Riverbanks Zoo	\$2,574,000	\$0	\$0	\$2,574,000	\$2,574,000	\$0	\$2,574,000
Midlands Technical College	\$6,898,100	\$0	\$0	\$6,898,100	\$6,898,100	\$0	\$6,898,100
Midlands Tech Capital/Debt Service	\$3,685,000	\$0	\$0	\$3,685,000	\$3,685,000	\$0	\$3,685,000
School District One	\$239,797,217	\$0	\$0	\$239,797,217	\$239,797,217	\$0	\$239,797,217
School District Two	\$175,649,721	\$0	\$0	\$175,649,721	\$175,649,721	\$0	\$175,649,721
<b>Millage Agencies Total</b>	<b>\$475,834,538</b>	<b>\$0</b>	<b>\$0</b>	<b>\$475,834,538</b>	<b>\$475,834,538</b>	<b>\$0</b>	<b>\$475,834,538</b>
<b>Grand Total</b>	<b>\$1,019,431,426</b>	<b>\$29,198,959</b>	<b>\$11,609,079</b>	<b>\$1,060,239,464</b>	<b>\$987,740,025</b>	<b>\$72,499,439</b>	<b>\$1,060,239,464</b>

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in

the Comprehensive Annual Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance. The County Administrator is granted authority to transfer up to \$100,000 between all General Fund direct report budgets.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2022. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by county Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

**SECTION 16.** During its February 6, 2018 meeting, Richland County Council approved an increase of the inmate per diem cost for all jurisdictions at the Alvin S. Glenn Detention Center from the current rate of \$45.00/day to \$71.00/day. The per diem will automatically increase annually by the Consumer Price Index (CPI).

**SECTION 17.** During its February 19, 2019 meeting, Richland County Council approved an increase in the Utilities' rate for water and sewer effective July 1, 2019 (FY 2020) and subsequent rate increases for FY 2021 and FY 2022 . New rates, as approved, are as follows:

Sewer rates:

FY 2020: \$55.68

FY 2021: \$64.03

FY 2022: \$72.03

Water rates:

FY 2020: \$43.35

FY 2021: \$43.35

FY 2022: \$43.35

Additionally, the County’s wholesale volumetric rate (Transport & Treat) for sewer customers will be \$4.12 per 1,000 gallons for FY20 with prorated adjustments year over year in line with retail customer rate noted above. Pursuant to County Council’s adopted 2019 Water & Sewer Rate Study, Richland County shall conduct a water and sewer rate study every 3-5 years to (1) fund the cost of the Combined Utilities System; (2) pay for existing and future debt service; (3) maintain targeted reserve fund balances; and (4) achieve desired debt service coverage levels.

**SECTION 18.** During its August 1, 2019 meeting, County Council approved the implementation of new rates provided by the Solid Waste Rate Study. Richland County Council approved an increase in the Solid Waste rates effective July 1, 2019 and July 1, 2020. Further during its June 7, 2022 meeting County Council approved the implementation of new rates effective July 1, 2022. The new rates for curbside, as approved, are as follows:

Solid Waste rates:

- FY 2020: Residential \$286.35, Backyard Pickup \$558.38 New Commercial \$572.70
- FY 2021: Residential \$323.70, Backyard Pickup \$631.21 New Commercial \$647.40
- FY 2022: Residential \$323.70, Backyard Pickup \$631.21 New Commercial \$647.40
- FY 2023: Residential \$350.57, Backyard Pickup \$631.03 New Commercial \$647.40

Additional rates are published in the “Solid Waste Fee Schedule Effective July 1, 2022”

**SECTION 19. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 20. 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 21. Effective Date.** This Ordinance shall become effective July 1, 2022.

Richland County Council

By: \_\_\_\_\_

- First Reading: FY 2023 – May 3, 2022
- Public Hearing: FY 2023 – May 19, 2022
- Second Reading: FY 2023 – May 26, 2022
- Third Reading: FY 2023 – June 7, 2022

Solid Waste Fee Schedule  
Effective July 1, 2022

- Curbside Collection Fee-\$323.70 (Current rate increased by 8.3%) \$350.57
- Backyard Service (enhanced service)-631.21 (Proposed curbside rate x 1.8 as per ordinance) \$631.03
- Disability Backyard Service-323.70 (Current rate increased by 8.3%) \$350.57

- C&D Disposal @ Richland County Landfill-\$25.00 per ton (Waste must originate in RC) 4.16% increase
- Yard/Land Clearing Debris/Dirt-\$25.00 per ton
- Brown Goods/Bulk Items-\$25.00 per ton
- Metal and Appliances-\$25.00 per ton
- Mattress/Box Spring –N/C for Richland County Residents (Limit 2 per day. Mattress + box spring are 1)

Mattress/Box spring commercial -\$320.00 per ton

Tires Commercial-\$1.50 each or \$150.00 per ton

Residential Tire with proper identification, N/C (Limit 4 per day)

Residential Electronic Waste (Up to 5 electronic items per day) N/C.

Commercial Electronic Waste, Landfill only -\$1.00 per/lb.

Residential Mulch-County residents receive mulch at no charge. Resident self-load. Landfill only

Commercial Mulch-\$14.00 per ton, Landfill only.

Residential Latex Paint, N/C for Richland County residents.(Up to 5 cans of any size per day)

Commercial Latex Paint -\$1.00 per/lb.





## Agenda Briefing

**To:** Chair Overture Walker and Honorable Members of the Council  
**Prepared by:** Abhijit "Abhi" Deshpande, Director  
**Department:** Office of Budget and Grants Management  
**Subject:** May 26, 2022, Second Reading of FY22-23 Budget

---

**1. Councilman Malinowski:** What is the projected use of the Hospitality Tax fund in FY22-23? What is the balance of the Hospitality Tax fund?

**Answer:** Director of Budget & Grants Management, Abhi Deshpande:

Based on the Council's actions in the second reading of the budget, the projected use of the Hospitality Tax fund in FY22-23 now is: **\$1,701,423**

The balance of the Hospitality Tax fund is: **\$13,314,942** (as of 6/30/2021)

**2. Councilwoman Mackey:** What is the current projected use of the General Fund balance.

**Answer:** Director of Budget & Grants Management, Abhi Deshpande:

Based on the Council's actions in the second reading of the budget, the projected use of the General Fund now is: **\$4,603,503**

**3. Councilwoman Newton:** What is the financial impact of item # 86 (Proposed Increase in the FY23 Solid Waste Rate Schedule).

**Answer:** Director of Budget & Grants Management, Abhi Deshpande:

- **Curbside customers:**
  - From \$26.98 to \$29.21 per customer per month. Annual impact per customer is approximately \$26.76.
- **Backyard customers:**
  - From \$52.60 to \$52.59 per customer per month.
- **Landfill Millage:**
  - From 3.40 to 3.59 mills
  - Annual impact per homeowner is approximately \$0.76 annually.

**4. Councilwoman Newton:**

A. What were the results of the employees' and retirees' survey on health insurance options?

Please refer to attachment # 1 (Health Insurance Survey Responses)

B. How were the health insurance plans compared to each other?

Please refer to attachment # 2 (Comparison of Health Insurance Plans)



**HUMAN RESOURCE SERVICES**

**I.M.P.A.C.T.**

**Involving Members by Promoting Advantageous Conversations & Trust**

**Employees and Retirees Survey**

Survey Available: 12/13/21 – 12/20/21

<b>Total Responses</b>	<b>450</b>
------------------------	------------

**Employee/Retiree Information:** (If you wish to remain anonymous, you are not required to complete this section. Names will be used to select winners for a drawing.)

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Department: \_\_\_\_\_ Years with RCG: \_\_\_\_\_

Years with RCG	Number of Employees/Retirees
0 – 5 Years	112
6 – 10 Years	60
11 – 15 Years	41
16 – 20 Years	48
21 – 25 Years	35
26 – 30 Years	26
31 + Years	20
No Response	108

**Circle One:** a.) Employee b.) Retiree

Employee	Retiree	No Response
396	39	15

**Instructions:** Please circle one answer per question.

1. Are you currently enrolled in Richland County Government’s (RCG) health insurance benefits?

a.) Yes b.) No

Yes	No	No Response
432	15	3

2. If currently enrolled, which health plan are you enrolled in:
- a.) Choice Health Plan (active employees only)
  - b.) Standard Health Plan
  - c.) Buy-Up Health Plan
  - d.) Humana Medicare Advantage Plan (retirees only)
  - e.) Waived County health coverage

Choice	Standard	Buy-Up	Humana	Waived	No Response
71	166	180	16	10	7

3. If currently enrolled, which tier of coverage do you have?
- a.) Employee or Retiree Only
  - b.) Employee or Retiree / Spouse
  - c.) Employee or Retiree / Children
  - d.) Employee or Retiree / Family

EE/RT Only	EE/RT / Spouse	EE/RT / Children	EE/RT / Family	No Response
284	30	86	32	18

4. I have a clear understanding of the health insurance benefit package RCG offers?
- a.) Yes
  - b.) No

Yes	No	No Response
395	53	2

5. I have a clear understanding of how my specific health insurance plan works?
- a.) Yes
  - b.) No

Yes	No	No Response
381	64	5

6. I am satisfied with RCG's health insurance offerings?
- a.) Strongly Agree
  - b.) Agree
  - c.) Disagree
  - d.) Strongly Disagree

Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
105	239	76	26	4

7. I believe the health insurance benefits RCG offers compete with those offered by other organizations:
- a.) Strongly Agree
  - b.) Agree
  - c.) Disagree
  - d.) Strongly Disagree

Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
96	209	104	29	12

8. RCG's health insurance costs are:
- a.) Not expensive for health insurance
  - b.) Reasonable for health insurance coverage
  - c.) Too expensive for health insurance coverage

Not Expensive	Reasonable	Too Expensive	No Response
55	292	100	3

9. **ACTIVE EMPLOYEES ONLY:** Do you think the County should contribute the same amount for each plan option (Choice Plan, Standard Plan, and Buy-Up Plan) and tier (Employee Only, Employee/Child(ren), Employee/Spouse, Employee/Family)?
- a.) Yes
  - b.) No

Yes	No	No Response
286	121	43

10. Do you think employees/retirees should pay more if they have two or more children on health insurance? (Pay per child covered.)
- a.) Yes
  - b.) No

Yes	No	No Response
184	248	18

11. Do you think RCG should pay more to cover spouses than employees/retirees on average?
- a.) Yes
  - b.) No

Yes	No	No Response
131	295	24



12. Do you think smokers should pay more for health insurance than non-smokers?

- a.) Yes    b.) No

Yes	No	No Response
316	115	19

13. Which statement best describes your thoughts? (Please choose one.)

- a.) I think RCG should reduce health insurance benefits offered to reduce the cost of health insurance?  
b.) I would prefer a possible increase in salary and a reduction in health insurance benefits?

Statement A	Statement B	No Response
59	275	116

14. How important is retiree health insurance to you?

- a.) Very Important                          b.) Somewhat Important                  c.) Not Important

Very Important	Somewhat Important	Not Important	No Response
315	87	33	15

15. Rank the following from Most Important (1) to Least Important (4):

- \_\_\_\_ Current Health Benefits    \_\_\_\_ Staff resources for Training  
\_\_\_\_ More Staff    \_\_\_\_ Potential Pay Increase

Listed As #1			
Current Health Benefits	More Staff	Staff Resources for Training	Potential Pay Increase
132	24	25	242

Listed As #2			
Current Health Benefits	More Staff	Staff Resources for Training	Potential Pay Increase
193	60	37	123

Listed As #3			
Current Health Benefits	More Staff	Staff Resources for Training	Potential Pay Increase
56	187	142	28

Listed As #4			
Current Health Benefits	More Staff	Staff Resources for Training	Potential Pay Increase
27	141	215	29

<b>No Response</b>	20
--------------------	----

16. **RETIREES ONLY:** What is your opinion of RCG’s current retiree health insurance plan?

- a.) Very Favorable
- b.) Favorable
- c.) Not Favorable
- d.) Don’t Know

Very Favorable	Favorable	Not Favorable	Don’t Know	No Response
17	41	18	45	329

17. I participate in RCG’s Wellness Incentive Program through Cigna? (*Medicare retirees are not eligible.*)

- a.) Yes
- b.) No

Yes	No	No Response
313	70	67

18. **MEDICARE RETIREES ONLY:** I participate in Humana’s wellness program(s)?

- a.) Yes
- b.) No

Yes	No	No Response
13	29	408

19. RCG’s Wellness Incentive Program **or** Humana’s wellness program has had an impact on my/my family’s overall health?

- a.) Strongly Agree
- b.) Agree
- c.) Disagree
- d.) Strongly Disagree

Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
64	161	109	45	71

20. I have an opportunity to elect health insurance coverage under someone else, but choose RCG’s plan:

- a.) Yes
- b.) No

Yes	No	No Response
59	340	51

21. If "Yes" to Question 20, why?

At this time the Cigna offered with the wellness incentives is a much better choice for my family.
bc the county pays for mine
Because the County pays for my health insurance.
because the price is the same with one kid verses more per additional child
Because with RCG's plan I get more coverage and have the option to add my souse and children.
Better and cheaper insurance via RCG
Better coverage
Better coverage. Low cost for employee only coverage.
better plan
Better rates than my spouses.
Better value
Cheaper to have my insurance through RC than through my spouse.
Cost is less
Cost to add me to spouses is very high.
Cost.
County Cigna Plan offers better coverage, less deductible, than Medicare.
Currently I pay no premium for my health insurance based on years of service with RC
Currently, it is more affordable to be on an employee only plan with RCG than my other option.
Employee only coverage with wellness credit is no cost to me, benefits are better.
Enrollment periods don't coincide and to switch will leave me without insurance for a period of time.
For the most part the insurance plan is somewhat reasonable
I am very satisfied with the coverage and cost.
I can see more medical professional without having to wait weeks for an appointment. I also have access to more medical professional.
I could switch to coverage under my wife's plan (currently employed), but because the future of her employment and health insurance access are uncertain, I am staying with RCG's plan (roughly equivalent to hers) to be safe, at least for now.
I did not because if I opt out of the plan the county has and if they should get us a better plan than I would not be able to get back with county insurance
I do have health insurance under someone else and do not carry RCG's plan. As the plan I Tricare which is cheaper and covers more.
I have no other options
I have secondary insurance; which requires referrals and limits my location as to where I can be seen.
I'm considering utilizing the Healthcare System as many insurance companies under that offers bariatric surgery and not using my company insurance plan
It costs less to our family for me to remain on RCG's health plan than to be covered under my wife's.

It costs nothing out of pocket to me.
It doesn't cost me anything.
It is a great plan
It is better financially, as well as a better plan, for me to go with RC
It is less expensive
It is less expensive
It is more convenient to have it through my work place.
It provides me the better coverage
IT WAS CHEAPER FOR ONE BUT NOT FAMILY
Less cost.
Less Costly
Mine is better than my Wife's (for now)
More affordable
My coverage is "free" with the wellness credit.
My plan is free if I fulfill the requirements of the wellness plan.
n/a
N/A
NA
Premiums are much less for employee only benefits, then what it would be on spouse's plan.
RCG has better Insurance
RCG insurance plan is better less cost less deductibles
RCG's though Cigna is too expensive for Family coverage. I believe more employees have children or family than single. Lower family cost plus "cost of living" raise would be a huge boost to county employees.
Reasonable cost, current co-pay, current out of pocket expenses, etc.
Same price with about the same coverage
Save costs from wife's plan
Saves us money
The cost is less to have my own insurance.
The cost to have me added to wife's plan is very expensive.
The county's insurance has better offerings/benefits than my spouse's employer.
The monthly payment is more with the Army even though the benefits are WAAAYYYY better.
To avoid my spouse having to pay more for family
Using RCG's plan gives me access to more doctors in network.

22. What health insurance options would you suggest RCG consider?

I haven't used Cigna very much, though I've heard it's not adequate...however, PEBA is great as far as coverage.
A different provider
A reduction in health insurance
Adding spousal and smoking surcharges to current plans
Aetna
Aetna Blue Cross/Blue Shield
all other health insurance providers. Blue Cross Blue Shield has a local office and contributes to the Richland County taxes. We should bid the health insurance for the best price and benefits.
An affordable one, we don't get paid enough as is. I make 9xx every two weeks after taxes and paying health insurance. My pay compared to the cost of living is abysmal. Over worked and extremely under paid. If it wasn't for other revenues I would not be able to provide a life for my family.
Any option that would include bariatric surgery... I have done a lot of research along with extensive consultation from my HCPs concerning bariatric surgery for myself. Most of my medical issues are the result of my obesity. While employed by RC, I was accepted into the Healthy in 12 program twice with good results but nothing sustainable. All of my clinicians have strongly suggested bariatric surgery as a way to reduce and/or alleviate most if not all of my medical issues. If most chronic medical issues are exacerbated by obesity and if health care cost are driven by the health of the employees/retirees, would it not make sense to include bariatric surgery as a covered procedure. Please do the math to compare the cost of the surgery vs. a lifetime of hypertension, diabetes, high cholesterol, sleep apnea, and musculoskeletal issues to see what the impact on premiums would be over a certain time frame.
Any other option that would benefit towards out of pocket costs and better dental (ortho) coverage
Any submitted plans from other providers to include the State Health plan.
Anything cheaper for the whole family but still an effective coverage
ANYTHING that gives us more coverage without taking more out of our paychecks.



As to over 65 qualified to receive Medicare, I don't know why RC would or should offer any health insurance options to those eligible for Medicare. There are a number of Advantage Plans that have zero or very low premiums that are easy to access for those who are 65+. Why would anyone pay the ridiculously high premium for the Humana Advantage Plan offered by RC when Humana, as well as other insurers, have excellent Advantage plans that you pay a zero or small premium for. The expensive RC Humana premium is in addition to cost of Medicare, which is increasing to \$180.00 next year, and those 65+ have no option not to pay it. There is no need to offer retirees an Advantage Plan they can obtain on their own and eliminate the high RC premium. For under age 65 retirees, taking into consideration that RC was paying 100% of the premium for 26 years of service, I became disabled when I had only 22 years of service and found the percentage of the premium I had to pay was absurdly high when I had to retire on SC State and SS disability prior to age 65, but before I was approved for Medicare. I still paid 75% of the premium. My premiums were over \$400/month, and that did not include dental insurance, for which I paid an additional premium. This puts an unfair financial burden on those disabled retirees under 65 whose SC State and SS Disability benefits are quite a bit less than their salary was, making the RC plan totally unaffordable. Additionally, I had to pay the Medicare premium. Premiums for disabled retirees under 65 should be calculated at a different rate so as to not make them unaffordable, knowing they are now on a much lower fixed income. There are many insurance plans available now that are very accessible to the general public that have excellent benefits for low or no premiums that anyone under 65 retirees can purchase on their own. And no there's no surcharges for preexisting conditions. I actually think RC should not offer any health insurance benefits. It seems group plans come along with a huge premium. I suggest RC consider providing employees with a set amount allotment for health insurance that would allow the employee or under 65 retiree to select their own insurance coverage that is now less costly than in the past, and RC could directly pay the employee's/retiree's insurance provider or put the allotment in a Health Savings Account so the employee/retiree can pay for their own insurance or medical care expenses. An HSA would ensure the money is being used only for insurance or medical costs. If an employee has dependents, the employee should be responsible for covering the entire cost of insurance for those dependents. I realize that generally people consider health insurance a huge benefit, but insurance is now more accessible at a more reasonable cost for individuals than what it seems a group plan costs. There are no longer added costs for preexisting conditions.

At work day care or some option that decreases daycare cost, particularly when both employees are with the department so that the parents have more money to invest in health insurance.

Bariatric Surgery or Weight Loss options ex. Jenny Craig, Watch Watchers, Physicians Assisted Weight Loss, etc.

Bariatric weight loss

BCBS

BCBS

BCBS State Health Plan

Better co-pays and better coverage all around. The benefits don't seem to provide adequate value. Especially, dental and vision

Better eye care plan

BETTER EYE PLAN AND CHEAPER FOR FAMILY

Better insurance all across and not having to pay more money out of pocket to get the better insurance

Better pay coverage for family. More medication coverage. Better deductible coverage.

Blue Cross

Blue Cross

Blue Cross

Blue Cross
Blue cross
Blue cross
Blue Cross
Blue Cross
Blue Cross Blue Shield
Blue cross Blue Shield
Blue cross blue shield
Blue Cross Blue Shield
Blue Cross Blue Shield
Blue Cross Blue Shield
Blue Cross Blue Shield
Blue Cross Blue Shield
Blue cross blue shield
Blue Cross Blue Shield Aetna
Blue Cross Blue Shield or someone that can provide decent benefits that are not so expensive that we can't afford it. The cost of insurance should not take a large portion of our checks.
Blue Cross Blue Shield State Plan
Blue Cross Blue Shield State Plan
Blue Cross/ Blue Shield of SC
bluecross
BlueCross and blueshield
BlueCross BlueShield of South Carolina
Cigna (Standard)
Cigna Buy-up Plan
Cigna is doing a great job as our provider
Cigna works for me
Cigna. BCBS.
Cigna's dental plan is abysmal. Any why Cigna wont cover certain things is ridiculous
Continue as is
Continue with the current Buy-Up Plan or go with only one plan selection.
Cost
Covering health insurance that for those that have been at the county for at least 15 years before they retire, or offering it at a rate with a paid premium.
covering more for pregnancy, and better dental coverage
current
Don't Know
Don't know.
Drop the buy-up plan completely or reduce amount given by RCG for Wellness Incentive.
eliminating the requirement of meeting a deductible for wigs for breast cancer patients. I could not get reimbursed for my wig because I had not met the deductible.
Find the best company with the best rates.
Free Health Care - but this should be across the board in our Nation.
Get on contract with the State Blue Cross Blue Shield

Get rid of the red tape when it comes down to approval for certain health options.
Give retirees/employees a dollar amount for their health coverage per month and let us find our insurance coverage
Guardian
Having the Standard Plan with a pay increase for employees. Continue to offer the Health Savings acct and the Medicare Plan with Supplemental insurance (Medigap)
Health insurance cost are rising for everyone. Its not the employees fault the county has failed to properly plan funding for the problem. Asking the employees to accept a lesser plan is unacceptable.
Health insurance is extremely important, especially in today's time. Now isn't a time where we should reduce coverage, so I think RCG needs to look into options that do not warrant loss of coverage for anyone.
Health saving accounts
Hearing aid coverage
Hearing.
Higher copays to offset costs.
How much does the life insurance policy cost? Maybe that could get cut or be done as an optional upgrade to the standard plan for an additional cost.
Humana
I am happy with the current plan
I am pleased with the options offered by the current RCG program.
I am satisfied with Cigna
I am satisfied with Signa
I believe RCG should keep the current health insurance options.
I have no suggestion. RCG is doing a good job.
I really like the buy up options to the insurance and if there were additional options to this portion would be beneficial.
I really like the fact RCG pays for a good portion if not all of the health insurance. I would suggest maybe making them a little more personalized per person/family. I really like the choice plan because I know once I hit my deductible that I do not have to pay anymore out of pocket. But I also realize I have to pay for everything up front until then. But it helps that RCG/Cigna contribute \$75 towards my HSA if I keep up with my wellness.
I suggest that RCG give monetary incentive for completing wellness items.
I think that we should stay with Cigna, or something very similar.
I took early retirement and therefore I pay more for insurance. Otherwise RCG plan is very good.
I would ask that you consider avoiding PEBA. It is horrible.
I would hope Richland County Government would do the best they possibly could to hold onto the employees they have. I understand the rising increase in health care costs nation wide is a hot topic, however we need to take care of Richland County & it is often viewed as a punishment for people who choose to progress through life and become a family. I personally have considered leaving Richland County due to the influx of rising insurance premiums.
I would like RCG to switch to Blue Cross Blue Shield State health plans. Coming from an state agency I lot of vision & health care is not covered under RCG health insurance.
I would like to see something is a little easier to follow. I generally do not have any health issues and rarely have to use any of our coverages, so on the rare occasion I do have to use our insurance it is a bit confusing.

I would like to see them leave the insurance that we have no alone.
I would not consider the PEBA plan for our health insurance. May United Health or Blue Cross.
I would not mind having to pay more for coverage. I also think that employees who have spouse/family coverage should pay more as well. I am blessed to be in good health, but also try to be healthy with diet and exercise. It would be nice to have some sort of workout facility that employees could use at lunch or before or after work. It would improve not only their physical wellbeing but their mental wellbeing as well.
Ideally a plan that has great coverage at little cost to employees.
If it would reduce costs, consider additional health services being offered at 2020 Hampton Street.
If the County could participate in the SC State Healthcare System and reduce healthcare costs I think this would be a good move.
If we can keep the same plan with less payment that would be great.
I'm fairly happy with options.
Improve retirement health benefits package
In house doctor
In my current life stage, I like the choice plan, so an option of a HDHP is great. An insurance company that takes family medical history into account for screenings would be fantastic since currently, Cigna is more concerned with the employee being of a certain age before they can get certain screenings covered instead of considering the employee's family medical history in order to get certain screenings covered.
Infertility insurance, and changing to blue cross blue shield.
Infertility treatment as well as bariatric treatment and surgery (only if deemed medically needed by a doctor) are two options that should be included in our insurance package.
Join SC PEBA
Keep Cigna, Drop Buy-Up, each employee pay \$25 to premiums and LEAVE RETIREES BENEFITS ALONE. Say No to PEBA
Keep the same insurance options. Give Employees a raise of salary to match current states pay wages per positions. Bring employees up to mid range and max those at mid range. Give monthly hazard pay increase to essential workers.
Keep what we have with out increasing any cost to retirees.
Keeping it the same; unless we are guaranteed a pay reasonable increase soon.
Look at a plan G for retirees. The advantage plan from Humana is not accepted by may doctors and it was a lot more money. I found a plan G from United Health Care that has better coverage at a much lower price.
Lower bi-weekly premiums, co-pays with more coverage options. More affordable insurance plans (employee/family etc).
lower cost
Lower cost, very happy with coverage
Lower/\$0 cost for employee only benefits
Medigap or pay the retiree the premium and let them choose their own insurance. If the latter is chosen, it should be concurrent with the average current rate.
More benefits for employees who are pregnant or have children, more providers in-network, lower copays for specialist visits
More chiropractor, massage therapy, etc.

More doctor options Keep drug cost low
More Doctor options. Free Gym membership
More information needs to be provided to answer Question 13. Does the pay increase offset what I assume is an increase in health care cost past along to the employee?
More money on the benefits.
More money towards basic dental plan, 1000 dollars does nothing especially if cleanings and x-rays are deducted from it
More ways of weight loss/allow surgery
Move all employees to a healthcare savings account. I used it for 2 years and loved it. However, I got breast cancer and returned to the buy-up plan this year.
My spouse is a retiree under state health and has experienced numerous medical issues in the past two years and has had no out of pocket expenses
N/A
N/A
N/A
n/a, should've suggest some companies for the employees to look into
none
NONE
None, i do like what i have. I wish deductibles were lower and better options for adding our children. I'll need to get a better understanding of other plans to see what will better fit me.
None. I love Cigna.
Not sure
not sure
Offer me the option to take cash instead of insurance. Perhaps 80% of what the county would pay on my behalf in insurance as direct salary instead.
On site clinic for doctor's, prescriptions, etc.
one that covers more surgeries and alone with exams and xrays
One that has low pharmacy premiums, also one where we can obtain a supplement insurance.
One that is affordable & offer great benefits to the employee and RCG
Onsite gym
PEBA
PEBA
Peba
PEBA - reasonable premiums and good coverage. Saves funds that can be offered as other employee incentives.
PEBA seems to be more cost-efficient.
perhaps employees pay per child
Personally I like the insurance coverage that I have and have not had a problem with it.
Preferred blue
Provide more proactive health options and incentives to get covered individuals to get and stay as healthy as possible
RCG should keep their current coverage but either opt out of the wellness program (unnecessary exams, test), and/or raise premium prices.



Remove unnecessary or unused options.
Retain Cigna
SC State Plan through Blue Cross and Blue Shield. Employee only premium is higher but affordable. A cost of living increase could offset this rise in premium. Consider continuing \$25 premium discount for wellness completion.
Something similar to what we have now.
something without a wellness incentive plan that steals money from employees
State Health
State Health Care Options
State Health Insurance Plan with Blue Cross/Blue Shield coverage
State Health Plan
State Health plan has a much wider net of providers, however, from my experience, out of pocket costs seem to have been lower with Cigna. I have been on both of these health plans.
State health plan with good prescription coverage.
STATE INSURANCE PLAN
State of South Carolina - Blue Cross Blue Shield
State Plan
State plan with Blue Cross Blue Shield
Staying with the current provider and benefit packages.
Stick with humana. The coverage has been good
Stipends or the expansion of wellness programs that can reduce health insurance costs.
Take care of employees and retirees
the 600 points are getting harder and harder to obtain during work hours
The best plan for the employees.
The best plan I ever had was with United Healthcare but that was in Colorado, not sure if it's available here
the Choice plan has served us well the last couple of years
The Cigna Buy-Up Plan is the best choice for me. Any others might be cost preventive for my budget.
The county should consider creating a health clinic for employees and their families. It may (should) help with reducing out of pocket expenses for routine office visits.
the current plans that is offer are beneficial and cost effective
The health insurance plan should have a bronze, Silver and gold plan
The prescription cost.
The SC State Employees plan
The state plan
Things such as hormonal imbalances, labor and delivery, and infertility for women should be more affordable in general.
To drop the consecutive years of service requirements to be covered for health insurance. If a person has done 25 years with an employer regardless if there was a break in employment they should be covered by health insurance Especially if it was done with county council and city council approval. (Example the merger that took place in 1999 with the 911 center).
To remain with Cigna at this time unless another insurance entity has been able to provide Richland County Government the necessary data which shows their insurance coverage meets or exceeds the coverage Richland County employees currently have with Cigna

UHC
unsure
We should stay with what we have. Cigna has been a really good insurance company.
What about getting a consultant and setting up a self-insured trust for all county-employees, similar to the state's PEBA retirement system (self-funded, non-federal governmental plan, under ACA)?
When I first started Blue Cross Blue Shield was the insurance coverage, seemed reasonable and covered satisfactory. It's in our state, seemed fairly easy to understand, etc. The amount of hoops we have to jump with the wellness programs on top of what is at least required within our Department is a bit much. Our Department requires us to be in shape, get a physical, do a mental wellness check which I agree with 100% we more than meet the above standard and should not get financially penalized for not conducting the "yearly" wellness check only to get docked if not completed. There are people here which live check to check.

23. Please provide any suggestions or comments regarding RCG's health insurance.

I would like to know if I am participating in RCG's Wellness Incentive Program through Cigna. I honestly don't know if I am or not.
if the cost goes up along with everything else we as employees will not be able to afford health care or have funds to get health care from anywhere due to our increase deduction from our payroll for health care. employees will be making the choice of what is affordable to them.. food, housing, utilities, medicine, etc. None of the employees are rich and have the option of choosing from a variety of health care plans and most are living to sustain from paycheck to paycheck. Payroll will need to increase but it won't be helpful because the increase will go toward the increase for the healthcare.
We need a company that is interested in making sure the employee has coverage for MRIs and does not deny them for invalid reasons.
A different insurance company. When first hired, we had BCBS and I feel like the benefits and network coverage was much better than with cigna
A pay increase would be more beneficial than better health care options. I personally do not use my health care coverage because of my health. I'd rather make enough financially to put back every month for "out of pocket" pay rather than pay each month for a plan I will use minimally.
A provider who offers great benefits with lower deductibles
A STATE HEALTH INSURANCE PLAN ENROLLEMENT OPTION WOULD BENEFIT COUNTY EMPLOYEES THAT HAVE CONCERNS FOR FAMILY COVERAGE. WE ARE COUNTY EMPLOYEES CONTRIBUTING TO OUR STATE RETIREMENT PLAN SEEMS WE SHE BE OFFERED TO BE MEMBERS OF A LARGER NETWORK FOR HEALTHCARE OPTIONS.
Add bariatric coverage
Appreciate your hard work
As a retiree of DPS Highway Patrol I still have BC/BS Family. The RCG Insurance program was to costly to consider when I crossed over from the Richland County Coroner's Office to RCSD in Jan of 2021. I have obtained the Dental Plus and Vision Program and feel pleased with that insurance.
As I know that health insurance is expensive, it would be nice not to work just to pay it. Some starting salaries make it hard to see the longevity when the cost of health coverage, and taxes that are already taken out leave little to no remaining funds.
As you stated, one of the main reasons people choose a government job is because of the better benefits. It's not necessarily because of the pay. If you want a higher pay check, private sector may be the gamble you make. If you want steady pay with good benefits, government is the way to go. Eroding the strength of this commonly held belief is probably not the best of ideas so keeping our insurance benefits strong would be wise.

At the time I worked for RC, 1990-2012, the entire insurance premium for employees was paid by RC. I understand that is no longer the case, but am unaware of the current particulars. The providers changed several times during those years. If you had a spouse, children, or spouse and children, the employee paid only a very small percentage of the additional cost for insuring those dependents. And the insurance premiums were outrageously expensive, no matter how many were insured. I was always thought it very unfair that people with dependents, in reality, received a much larger financial benefit than single employees or those who did not insure their dependents, since RC paid such a large percentage of that additional premium. Benefits should be equitable, and it certainly was not; therefore those employees with dependent coverage received considerably more compensation. It was very fortunate I was provided with Medicare when my SS Disability was approved, since I could no longer afford the RC health insurance premium, which was over \$400 a month for my portion. However, even when I did turn 65, I was never contacted, nor offered, any kind of Supplement/Advantage plan. In fact, these recent communications are the first time I have ever been contacted since I was no longer insured on the RC health insurance plan, which I believe was about five years ago. As I said, I do not pay any premium other than Medicare and have an excellent Humana Advantage Plan that has a zero premium, but that is not the point. And I'm free to chose the plan that best serves my needs. I was essentially abandoned by RC with regard to any insurance needs I might have had since I turned 65. Do not tell me "my voice matters." That is a very shabby way to treat an employee who gave so many years' service to RC. Now I don't need you. Unless you'd like to pay part of my Medicare premium. That might make me feel vindicated for the additional benefits afforded to employees who paid a very small share of the additional cost to insure their dependents, while I and others in my situation, did not receive any additional benefits.

Basically almost similar to what the city of Columbia was offering their retirees.

Because most of us are overworked employees dedicated to Richland County, we should be treated as valuable employees deserving better pay and comparable health benefits even as retirees.

Being forced to answer either "A" or "B" to question number 13 is silly. Either choice means a reduction in health insurance benefits. Choice B is meant to imply that a "possible pay increase" might go towards offsetting the increased cost of health insurance or missing services. Question 15 is simply another way to ask question 13 again. But if history serves at all as any sort of teacher, Richland County Council is very good at promising to elevate pay for public safety to competitive levels with a multi-point "strategy", but takes any convenient opportunity to not fully see it through. I have seen this process play-out at least three times in my career and I've never seen one go to completion. This past time, it was "because of COVID". However, agencies in other parts of the state managed to implement definitive pay ladders (Greenville County, Lancaster County, Aiken County), despite COVID. This is why Richland County public safety entities are hemorrhaging personnel with few qualified people willing to apply. Some other counties have found ways to vastly increase pay and maintain (or better) current benefits for employees in an effort to reduce resignations. Reducing health insurance benefits is a surefire way to exacerbate an already dire personnel shortage. It's sad to see this happen to the Richland County Sheriff's Department, especially in light of what it was once known to be not too long ago. But warm and fuzzy feelings don't pay the bills in a deputy's home when inflation is at a 39-year high with no end in sight. Paying more for insurance or paying the same for less coverage is only going to drive more employees away and further reduce the county's hiring pool.

Better benefits for retiree's, to include cover cost of dental and eye and reduce cost for spouse.

BETTER EYE PLAN BETTER FAMILY PLAN

Can improve with reduce costs, increased benifits and reduced cost to Richland County.

Cigna is a more expensive health ins, and they aren't necessarily the easiest to deal with - for customers or medical providers, as I've been told by my dr. In fact, a doctor I currently see does not take Cigna, and my dentist just dropped them. It seems that Blue Cross Blue Shield State was easier to deal with. Maybe check them out. But, as far as cost...maybe do away with the incentive points and just have everyone pay for benefits. Also worth noting, trying to get the incentive points adds to medical claims at times. I end up making several trips to my dr when all is said and done.
Cigna is not as widely accepted as some other insurance companies.
Consider offering a direct debit option for monthly premium payments.
Continue retiree coverage
Cost down
County pay rates are bad, and the mandatory pension plan is terrible. The insurance is the only thing offered by the County that is reasonably competitive.
Coverage for dependents is much too expensive.
Coverage has been very good. I was a bit concerned that my out of pocket for the ER docs at Providence wasn't covered any more than it was. The hospital coverage was excellent; the doctors group not so much. Good care, just cost too much.
Coverage is great, lower cost or increase in pay to help pay. With the buyup plan I feel there should be a higher incentive due to higher cost instead of \$25 across the board.
Currently satisfied with plan I selected.
cutting benefits will cause employees to seek work some where else.
Decent price
Decrease the amount people have to pay for emergency services. I would rather tough it out then pay thousands of dollars, unless I had no choice.
Do not ask questions that include staffing, salaries, training as opposed to Health Insurance!! We need a full staff, compensated with the best salaries, best benifits to best serve the taxpayers of Richland County. Reduction of costs through hiring freezes, primitive HR policies of hiring at the Low Point of the pay scale and not giving merit raises is archaic. We are competing with staffing for qualified employees with the City of Columbia, Lexington County, State Government, the University of South Carolina and the Federal Government. We have to lead.
Dump Cigna, pick up a better local/national insurance carrier (Blue cross/ Blue Shield) etc. or the plan State Government is currently on.
Employees of RC should not have to chose between health insurance benefits and salary. We need County Council to get it together and provide both.
Filling out the elections form is confusing. Make it more user friendly.
For the amount that is being paid for our insurance. There should be more coverage on Choice & Standard health plan for employees/children & family. If RCG wish to keep there health insurance there should be an increase in employees salaries to be able to afford health plans due to the increase of prices increasing or all necessities needed to survive in this economy due to inflations.
Get rid of the point system (600 pts) with the CIGNA wellness program. Just something else to keep up with, waste of time!
Get some insurance that cover more and pay less! What we have now you pay alots but Barry to cover anything!
Health care cost with RCG are very low and the incentive program further reduces cost. This is a huge benefit to many working at the County.
Health Insurance should not be expensive nor a struggle to pay because everyone needs & deserves affordable health care!



Health Insurance with government jobs has always been the benefit that keeps people applying for positions, trading lower pay for better benefits. If that benefit is reduced, there would not be a way to significantly increase salaries to cover the reduction, and employee quality and quantity would suffer.
How is it that departments at the county are running skeleton crews and departments are constantly getting their budget cut. Why not use the money for that is not being paid for employee hires, and give raises, bonuses or use it for better healthcare insurance and benefits all together. Also question #13 is horrible. Both answers are bad. Health insurance should NOT be reduced at any cost.
I am covered under my spouse's insurance due to preexisting condition. I would be interested in RCG Insurance if I was confident that my condition would be covered.
I am extremely grateful for the health insurance that we currently have
I am for keeping our current benefits plan. If we need to reduce costs, I would suggest having the employee pay more to have their spouse on their plan unless your spouse is not offered insurance through their job or does not work.
I am happy with it but I have also been on the state health insurance plans (both standard plan and savings plan) and was very happy with both of those options
I am happy with our current healthcare provider. (Cigna)
I am in favor of the Cigna Buy Up plan. I do not want and will not change doctors due to changing to a "cheaper" insurance plan for Richland County nor do I want another plan to mess with my medication. Insurance is considered one of the benefits in the "benefit package" when you come to work with Richland County. Richland County needs to quit looking for ways to take the cheaper way out. The County Council can not fund one of the "tennis courts" or parks that they fund every year and fund their employee's insurance or at least keep it as is!!!!
I am satisfied with Cigna
I am satisfied with current plans
I am satisfied with RCG's health insurance.
I appreciate the efforts put in by HR and Administration. I am the insurance carrier for our family, so affordable coverage is very important to me
I believe its great but less cost for medicine prices and coverage for diabetic supplies
I believe that Richland County has an obligation to the current employees and retirees to pay 100% for their health benefits. I , as well as all other retirees and long term employees have worked extremely hard as an employee and have stayed loyal to the county. Richland County needs to honor their promises and show their employees and retirees that they recognize the dedication given that the employees and retirees have given to them. If Richland County doesn't, then shame on them. The whole problem with this world is that no one is loyal to anything any more and promises are just as easily broken as if they were never made. Benefits should be grandfathered for current employees and retirees and changed for new hires only at a given cutoff date of hire. promise. Richland County needs to find another cost to reduce and leave the benefits alone. It should be guaranteed for current. I suggest they cut the funds somewhere else or raise property taxes.
I currently like the insurance with the options of participating in the Wellness Incentive Program. Additional the option to do buy ups are important especially the vision portion of the plans.
I did not answer question 13 because neither option is what I would select. I just feel like anytime the county needs to buy a building, or land we magically find money for that. Also from reading through the documents a potential 1% raise with not cover the cost that I will incur in out of pocket expenses. Also this seems to be a way for the county to reallocate funds from one area to another, so it seems the county isn't saving any money just moving it around. My benefits are a big perk for me working here. We the employee's are what make this organization beneficial to the citizens of Richland County. In my opinion the more our benefits packages are cut it will be harder to keep our current employee's as well as attracting future great employee's to Richland County.

I didn't answer #13 because I don't agree with either statement. I think our health insurance is one thing that distinguishes RC from other State agencies when competing for workers.
I disagree with both answers to question 13. They both give the impression of decreasing insurance. The RCG employees deserve good insurance plans even at the cost of slight increase to employees for their plans. I obviously had to pick an answer so I CHOSE the first one, but I do not think insurance should be decreased in any form.
i DO NOT like having to obtain "points" in order to save \$25 on my health insurance, it takes a lot of time to do that and that time is better spent working
I do not like the idea of paying \$14 plus co-insurance when I have a doctor visit. I like the simply copay option we currently have. With PEBA's plan, you have no way of know what your copay is. That could cause a financial hardship.
I do not think question #13 should be an either or, so I didn't answer that. Health insurance for retirees may not have been guaranteed like a contract but the inference was that it was in 2009. It should not go away for people who put a whole career of years in. 34 for me!. Also I am both a current employee and a retiree, so I didn't answer that one either. You couldn't choose both options on tis format.
I don't agree with either of the answer options for question 13.
I don't like either answer to question 13. Both only offer an option to decrease benefits.
I don't think the 600 point wellness system is applicable to all employees because some don't like the doctor and sometimes employees aren't aware of the points until its too late. I think making it mandatory to receive the credit may be unfair to all employees.
I feel the cost for health insurance should be lower.
I feel those close to retirement should be grand father in and receive 100% medical benefits as stated.
I had BC/BS with previous employer. Several of my doctors were not in the CIGNA network. I find that BC/BS is the choice for many preferred healthcare providers.
I have been pleased with the coverage especially in light of recent events in our family.
I haven't been with RCG long, but the available plans seem to be very comparable to other utilities I've been with in the past.
I like Cigna
I like have the choice in a regular plan or a buy up plan. With the regular plan I pay 1,200.00 a month for medication for my child with the Buy Up Plan I pay 35.00 a month.
I like the HSA.
I love RCH health insurance. We have the best insurance anywhere.
I really appreciate the wellness program and the incentive that covers the employee only option, hopefully this will not go away. Please do not get PEBA. My experience is regular preventative visits will not be fully covered.
I retired with over 20yrs but less than 25yrs. I loved my health insurance while I was employed by RC but when I retired, I would not afford the health insurance even though I was responsible for only 25% of the premium. It wasn't until I went to a retirement seminar that I realized the cost of insurance was based on the total premium which was very disappointing. As a result, I have been added to my wife's insurance which is under the state health plan. I have been extremely dissatisfied with this particular insurance. Although the premiums are less expensive, I pay much more in co-insurance. I went from never seeing a bill to receiving bills weekly now. I have strongly contemplated returning to RC's health insurance plan and pay the additional premium because it would be cheaper for me on the back-end. It appears now that it would really matter now.
I strongly believe that some employees stay working at the county because they believe that they will get retiree health insurance. This is positive for the county and for employees.
I suggest that RCG give monetary incentive for completing wellness items.

I sure hope we switch the state plan.
I think our benefits are very comparative to other organizations
I think RC pays too much for the coverage we have. I have been very unhappy with Humana.
I think RCG has already decided to cut employees health coverage and raise premiums on folks while trying to justify it with a raise so small that it wouldn't cover the cost of the premium increase. Rising health care and employee costs are a part of doing business and employees are going to suffer because of RCG decision to place the burden on the employees and not the consumer they serve.
I think Richland County government should look at the health insurance benefits plan they select as it directly financially impacts upon employees with the county. Unfortunately, I'm sure there are multiple employees, like me that might have to consider employment elsewhere simply due to the expensive employee & Child(ren)/ family health care cost, inflation, increase household expenses. Simply put: I love it here; however, everything keeps going up, except my paycheck. This puts me & families like mine in a situation where sooner or later, we as providers for our family must make a choice to say with RCG while my family standatd of living regresses OR seek employment elsewhere to maintain our current "barely"standard of living.
I THINK THAT THE PRICES FOR THE INSURANCE ARE AFFORDABLE . I HAVE HAD NO PROBLEMS SINCE BEING EMPLOYED.
I think the employee should receive free health care then adding family and dependents should cost the employee something.
I think using PEBA would be easier, considering our retirement package is already through them. It would make insurance less confusing because nearly everything is through one agency. Also, from my understanding, state employees are already enrolled through PEBA, so it makes more sense for us to follow suit. This would not only save the county money, but it would also streamline benefits for employees. I do like how employees can at least self-insure for free under Cigna (because the county pays). I'm not sure if that's possible with PEBA, but would be a great benefit to have.
I understand RCG's intent to provide the best coverage for its employees while keeping on a budge. Unfortunately that means higher costs or less coverage. You guys are doing a great job, I hope that other employees understand the challenges of the constantly increasing cost of insurance.
I understand the purpose of the wellness program, but honestly it is more of a pain in the butt than anything and not worth the hassle. It seemed like every year the points system was changing, and the last time I looked thought about using it I was not able to use results from my yearly physical to count towards certain parts. I would like to see some kind of benefit for someone like me that does not have many claims at all. There are some years I have no medical claims, only dental claims for cleanings. I also think some of these questions a rather leading and we are not able to give an accurate opinion based on available options.
I was always covered under my husband's plan at International Paper...they had a self insured plan. Because he had passed away, when I turned 65, I was no longer eligible to remain on that plan. That is when I signed up for the county's plan. IP had an excellent plan but it also may have changed in the past 2 years.
I was here for 17 years before we had Cigna and never paid a monthly premium for health insurance. That is no longer the case and it now costs me \$45 every time I go to the doctor's office. I have paid more out of pocket costs for scans and diagnostic tests than ever before and health care in general is too expensive.
I would appreciate keeping my current health insurance plan with Cigna because I like working with them and I understand the plan and I like what the county has to given us in insurance needs.

I would hope we could maintain just as good, if not better insurance with minimal increases. This would benefit the employee as I think county government wide has been a struggle maintaining staff. I would hope we wouldn't be pricing our current employees to the point they would seek employment elsewhere because they can get comparable health insurance at a lower price. We as a county government need to take care of our employees.

I would like to see longevity rewarded. "Cumulative" years of service should be considered like is described in the PEBA plan. A lot of folks with 20+ years, some 30+ that aren't consecutive would end up having to pay a portion of the benefits. If we go with PEBA or any other I would like to see 20+ rewarded with cumulative years of service counting toward retiree insurance benefits.

I would like to see RCG include "Life Partners" in insurance coverage in addition to spouses/dependents.

I would like to see RCG keep Signa

I would suggest that instead of offering retirees a health care plan you offer a dollar amount to help offset the cost and let us choose a plan. I have friends that have that option and the amounts range from \$1,800 - \$2,400 a year depending on the company that worked for. While that won't cover everything it would certainly help. It's quite a culture shock to go from paying little to nothing for insurance to having to pay for Medicare parts A and B as well as part D prescription plan then there are the plans available to fill some of the gaps plus dental and vision plans. Seems to me that offering the money option would be easier to budget and more cost effective for the county. Keep in mind that people don't come to work for government agencies for the money, especially EMS, they come and stay because of the benefits and those have been sorely lacking over the last 10+ years. I saw many food employees leave because they couldn't afford the healthcare insurance for their families. If the County would really take an interest in their people up front and do in person exit interviews when the leave you could avoid a lot of problems

I would suggest you DO NOT remove any retiree benefits. One of the best reasons for being employed here is the knowledge that I will not have to worry about health insurance after giving my entire working life to Richland County. Even considering something like this gives the appearance that Richland County does NOT value its workers who have put in the time to retire.

I've never worked at an organization that gave health insurance to anyone other than fire fighters

If helps reduce health cost, consider different levels of Wellness incentive programs. I use Silver Sneakers but have no need for in-home check ups. I see my physician regularly and have no need for in home services. The same for in home meals following hospital stay. I have family capable of assisting me. Understand someone else may need this but if it helps balance out costs, provide options.

If my health insurance is suspended or cancelled it would devastate my family.

If the goal is to cut health care costs by reducing benefits, another survey should go out requesting input from employees on which services they wouldn't mind giving up. To answer question 13 (blindly) would be foolish.

If the health insurance is changed to where the employee pays for his/her insurance the county will struggle to find employees to work for Roads & Drainage on the current wages that the county is offering at this time.

If you work for 25 consecutive years at Richland County, you should be eligible to receive GREAT health insurance benefits for the rest of your life. If you want Richland County to be an employer of CHOICE you have to create incentives to stay here LONG TERM. I've been here for 19 years. One of the reasons I've chosen to stay is that I was under the impression that if I stayed for 25 years, I would receive health insurance benefits. It is very disappointing to have discovered recently that I was misled.

If there's nothing out there better than RCG that I presently have now, please don't mess up things for us RCG employees. I can't afford to pay a penny more than I'm already paying. I don't make much money and I must have insurance. Thanks

I'm not sure where else to add this, but for question 13, these are not the only options available. I think RCG should realize there are other available options. Without a doubt, RCG should research other available health insurance options in order to reduce the cost to the County while also being able to offer the same (or better) health insurance benefits to current employees. Additionally, I find it incredibly disheartening to think RCG would even consider reducing health insurance benefits in order to suggest a "possible" increase in salary (when we all know that would be very unlikely to happen). For question 13, a third response should be "I would prefer my health insurance benefits stay the same while RCG diligently searches for a new insurance carrier to reduce the cost to the county." It's unfair to even suggest the possibility of a salary increase when a salary increase is very unlikely to happen and to use our health insurance benefits as a bargaining tool for an empty promise is disappointing. What kind of guarantee would there be to the employees for a salary increase if our benefits are reduced? Unfortunately, I think what will ultimately happen is that we will lose some of our benefits and never get a pay increase to make up the difference. I sincerely hope to be proven wrong on this thought.

I'm satisfied with the health plan. I like that my co-pay is \$20. My meds are at a reasonable price.

I'm willing to pay more out of pocket per month in order to pay less out of pocket when I do have doctor visits etc. Coming from a private sector that's what I'm used to. My medication, doctor visits, etc. were always cheaper however under our current plan I pay less per pay period (which I'm thankful for) however more out of pocket for medications, doctor visits, etc. No insurance policy is perfect but overall I would say any procedure or visit that is deemed medically needed by a doctor should be covered under our plan.

In past some companies have had lousy coverage. Since RC has been w/humana it's been worth it

Increase contributions to HSA accounts

Increase premiums for employees who have more than 3 dependents on their policy. Many people work for the county for the "benefits". Retirement, and health insurance are the main benefit. If you further reduce health insurance benefits for retirees, why would current employees want to stay? If an employee is valuable to the county with experience, work ethic, etc.. and said person could retire but continues employment for health insurance and health insurance benefit with the county after 25years. Why stay? My fear is reduction in health care benefit or increase in cost will cost the county valuable employees. We are quick to forget the heartache we experienced last time we tried increasing employee health insurance premiums.

Insurance not covering a better medicine with less side effects and requiring you "fail" on a cheaper medicine first with more side effects is absolutely absurd. Paying for the vision buy-up plan only for it to cover \$70 towards contact lenses when the average annual cost for contacts cost \$250 ON SALE is absolutely mind blowing. Having to pay \$1,000 for a bone scan after insurance wouldn't cover it (AND DIDN'T TELL YOU THEY WOULDN'T COVER IT UNTIL AFTERWARDS) and getting denied financial assistance through the hospital because the COVID check is in your savings account should be enough for RCG to consider other options if they want to retain their current employees and attract new ones.

is sad that you have to get a buy up plan to get better coverage .

it needs to cover more, with lessor co pay, because our pay doesnt match the the ability to pay for the health insurance

Join the BCBS State Plan

just cover the workers and rcg retirees

Keep retiree benefits in play because if that goes away a lot of long term employees will jump ship. If we do away with the years of service retiree benefits employees will move onto higher paying jobs with in the Peba system.

Keep the same insurance options. Reduce high deductibles and lower insurance costs.

Leave it the way it the way it is. If the county changes to where the employee has to pay for there insurance roads and drainage will never be able to hire CDL Drivers with the current wages the county is paying. We can not get CDL Drivers to apply now the way private sector is now paying.
Lexington County successfully had in house medical facility that staff and family could use doing working hours. This saved staff time, money and sick leave.
Lower prescription copays
lowering deductibles. not charge so much for adding children/spouses. usually that is done when we don't have any other choice. Its like we have to pay a lot because it is known we have no other options. Right now, i can not afford to add my own child even though i need to. Which is why i will be carefully going over the plans again and hopefully i can this enrollment period.
Maybe take a look at state health plan ?
More Doctor options. More time to complete your health insurance plan.
More incentive than just the \$600 deducted. some type of tangible incentive for completing task as other companies have
My answer for number 9 is no because I feel it should be based on the number of people covered by the insurance. Right now it costs the same whether you have one child or 5.
N/A
N/A
na
none
None
NONE WORKS GREAT FOR ME
None.
Not enough coverage for out-patient procedures. Too much out of pocket expenses and penalties for going out of network, including higher deductible.
One of my concerns is the out of pocket cap is unlimited. Our current plan has a limit which is my deductible so I know what to expect. I take advantaged of the choice plan I also do the wellness so I get a total of \$75 going towards my HSA which benefits me greatly and helps quite a bit. The choice plan is my favorite because after I hit my deductible I do not pay anything out of pocket.
One of the reasons I was able to retire when I did is because with my years of service, my health insurance benefits (premiums) were paid. I appreciate this very much.
Our insurance is very important to our quality of life. A great benefit. There should be other programs that could be reduced. Programs that don't effect employees daily life the way insurance does.
Pay increase is the bigger concern. One of Low paying departments in the state with the largest department in the state of SC is disappointing.
PEBA insurance is substandard. Women can only get annual exams (paid for) every 3 years. Doctor exams run about \$100. You have to pay out of pocket for every bit of care you receive. Dental insurance did not cover cleanings when I had it. I was unable to afford my asthma medication on PEBA insurance when I worked with the State of SC. This insurance will disenfranchise lower paid employees (all making under \$100,000) and women from not seeking care. People will choose between taking their kids to the doctor and if they can afford to do so. People are already drastically effected by inflation. This insurance will just add to it. It is appalling to think PEBA is being considered by RCG for coverage. Please continue to invest in employees and not consider their coverage a waste and targeted for budget cuts. Spread sheets can show you all kids of numbers and made to look like there is not much difference. I have lived with both insurance and have real life examples and experience of how badly PEBA effects peoples health.



Perhaps there could be a way to base the employee portion of a plan on salary, with tiered levels. That would make the County plan more affordable for those folks at the lower salary levels. Given my personal situation - being able to choose an employee only plan - the health plan is very good for me. However, with retirement around the corner, I will be looking at adding my spouse to the coverage, as well. I am hoping that will be an affordable choice in the retirement plans.
Please continue to have insurance choices rather than the (PEBA) State Insurance - Reduce costs without changing.
Please do not go to the state plan. My sister works for the state and she must chose between her annual ob/gyn appointment or her internal medicine annual. She cannot see both doctors unless she pays for one of them. I do not want my internist conducting a gyn exam on me. I prefer to see the specialist.
Please don't cut retirees out of insurance, we dedicated our lives to the County for 25/28 years, we earned our insurance.
Please keep the 600 points option to assist with paying health insurance.
Please protect the insurance for retirees. I have no other options.
Please, let us keep what we have now.
Provide more resources to use and understand RCG health care
Question #12 ask about smokers but I don't see you singling out diabetics, over weight persons or other potential health issues and no, I am not a smoker.
Question 13 is blatantly biased. Employees shouldn't have to choose between their salaries and health insurance
Question 13 is quite alarming. It seems as though the only option being considered currently is a reduction in benefits. Instead of that approach I would like to see better premiums
Question 13 is selected because the survey makes me choose one. I do not agree with either, and the first statement is unclear. Is it saying reduce options offered? Or is it saying reduce contributions the County makes and therefore value of benefits?
Question 13 is very confusing.
Question 13 was not a good question as there were only 2 possible options. What is not being stated is the elimination of the Buy-Up Plan is being considered which I'm against.
QUISTION #13 MAKES NO SENCE!!!
RC should consider bariatric surgery as an product because medical studies have shown the benefits of it i.e. reduction in medication, reduction/reverse in illness such as diabetes, high cholesterol, high blood pressure, etc.
RCG health insurance is not affordable for families. Most employee's are unable to provide insurance coverage to their child due to price.
RCG offers its retirees good insurance coverage. I know it may be expensive but if we had to go out into the market it would shock you what someone pays for this type of coverage. In most cases, retirees wouldn't be able to afford the insurance. These are tough times for both the County, retirees and employees. Less coverage could have an impact on individuals right now.
RCG should retain Cigna. And, Employees with additional needs ie.: per child, spouse, smokers, pre existing conditions etc. should pay more than individual healthy employees. Also Wellness programs with health coaches should continue.
RCG's health insurance is keeping me healthy.
RC's current health insurance offerings are good and I would prefer NOT to have health benefits reduced. RC should do everything it can to avoid increasing the cost OR decreasing the benefits of retirees.

Re: question 13--provide an option that doesn't involve a reduction in benefits. We're in the middle of a pandemic.
Reducing benefits isn't the way to go. Reducing benefits to retirees would be the same as breaking your word to them when they retired. The benefits for current employees are already on the lower end of what I would expect for a company this size. I believe the correct question to be asking is why can't Richland County raise enough money to cover their expenses? Nearly every department has been hit with budget cuts for several years in a row. Some of the departments that I would consider absolutely essential are now working with budgets that don't even cover a skeleton crew and minimal operations and it is starting to show with essential services starting to fail. Even with all the openings we currently have from people fleeing the sinking ship you're saying we still need to cut expenditures? Maybe, rather than cutting benefits to try and support a failing system, just maybe it's time to look at ways of raising revenue. Maybe it's time for that most dreaded of phrases, "tax increase".
Reducing benefits should not be a consideration. Something needs to be done to at least keep what is currently offered. The option to increase pay and reduce benefits is a terrible idea as it will leave people exposed.
Regarding questions 10 and 11 I just want to pass along that I believe subsidizing the cost of insurance for employees with dependents at a higher level than an employee only plan is an important tool to ensure the county can attract candidates for employment from the broadest range of the population possible.
removing the 600 points and the penalty of not meeting the points.
Retiree Spouses - They should have to commit to the Wellness Incentive Plan as well as the employee. #13 feels like a trick question.
retirees need better coverage
Retirees should not have to enroll in the health insurance plan every year unless they want to change their health coverage plan if not the coverage should roll over automatically granted we all have life changing situations
Same as above
See if the County/Employees could reduce the amount they pay in to Health Insurance by switching to PEBA.
Stop increasing what we have to pay out of pocket. Get more medication covered. I should not have to pay out of pocket for medication.
Suggest smokers pay more Pay more for 3 or more dependents Onsite Clinic Family Gym Membership discount or onsite gym On Site exercise activities during lunch or after work
The 600 points should have more incentives.
The 600 points that are required to continue get harder and harder each year to reach Maybe consider lowering at least to 500
The cost to cover your family is too expensive and makes it hard to carry your family if you really needed to.
The County has rarely given even basic cost of living increases and pay for performance increases, making it harder for employees to potentially pay for rising costs of healthcare and now other basic necessities due to inflation. I would also hate to see employees who have waited years to get a cost of living increase only to have it taken to cover health costs. I recall one of the rare times employees received an increase it went immediately to the increase in mandatory state retirement funding. I would support changes in the medical coverage if it meant at least regular COL increases for employees.
The county's pay in not competitive. One of the best perks to draw in staff is the excellent health benefits.
The drug benefits for the standard plan and the 70/30 cost share are not the norms.

The employee with a family should not be paying hundreds of dollars more per check compared to an employee with just children. The costs to add a spouse/children compared to just children is huge. The benefits are the main reason people remain at RCG. The private sector pays much more than RCG. The benefits should be the main focus of RCG. It is hard to raise a family and cover them under insurance these days. The security RCG gives to many is because of the fact that we have these benefits and do not have to worry about them going away and we should not have to worry about them rising to a point where our salary is dropped because our insurance goes up. RCG must remember that we do not pay what the private sector can. RCG's advantage to that is a good benefit package and a guaranteed retirement that includes health coverage. If we lose our benefits we lose what small advantage we have.

The employees who are driving up the cost of overall RC coverage should contribute more and be required to participate in a healthy eating program. I believe there are many people who know nothing about nutrition and unhealthy eating habits.

The health insurance package is a benefit to working at RCG. Employees are not given COL raises or bonus structures, so having strong insurance is a positive. I did not participate due to confusion during initial onboarding and disconnect of enrollment periods, but my opinion is that RCG offers a good package. The negatives to moving to PEBA far outweigh the positives. If the health insurance is cut/changed it will be important to clearly communicate that the cost savings is needed for continued funding and not just for reallocation or other uses.

The max out of pocket is \$4,000 with RCG via Cigna. SC State plan is max out of pocket \$2,800. I've had numerous surgeries and have experienced this. Medical Bills is one of the top reasons people enter bankruptcy. Again, Cigna family plan is too expensive.

The question regarding pay increase for less insurance is confusing. I personally would like to have a pay increase and good insurance.

The wellness incentive is very beneficial. It is a great effort of trying to motivate employees to take care of their bodies to keep down costs and overall improvement. The only con of the insurance program is the dental and vision coverages. I am overall satisfied.

There seems to have been more out of pocket costs with the State Plan when I was on it, where I haven't had to pay anything but co-pays on Cigna. I have never even approached my deductible, which I don't quite understand why.

There should've been " N/A or unaware" responses

This survey doesn't allow you to voice your thoughts, but pigeon holes you into a worse or more worse option as if you are agreeing with the one you choose (i.e. #13). I thought some of the questions were problematic. It appeared from the research I saw that the individual employee/retiree was not the issue but the family claims (spouse/children). That to me is the area that needs to be looked into in regards to saving money. I qualify for retirement in less than two years and this benefit is one that has influenced me to stay around and with one agency my entire career. Thank you in advance for reaching out for our opinions.

To expensive....keeps going up every year.

Totally do away with the 600 point wellness program

unsure

What we have now works well for me.

wish we didn't have to do the Cigna Health Assessment every year.

Would like the deductible to be lower

You could bring the co-pay down from \$35 and \$45 to \$25 and \$35



## Attachment 2



# I.M.P.A.C.T. Committee Meeting: PEBA Analysis

David Costa

November 16<sup>th</sup>, 2021



**Gallagher**

Insurance | Risk Management | Consulting



# Agenda

- Section I - Background Info & Eligibility
- Section II – CIGNA (current) vs PEBA – Active Employees & Pre 65 Retirees
- Section III - Humana (current) vs PEBA – Post 65 Retirees
- Section IV – PEBA Pros & Cons
- Section V - Appendix



**Gallagher**

Insurance | Risk Management | Consulting

# Section I - Background Information & Eligibility





Gallagher

Insurance | Risk Management | Consulting

# Background & Executive Summary

- Gallagher is one of the world's leading risk management & consulting firms and acts as a broker for many employers in helping them evaluate and purchase their insurance.
- Gallagher marketed RCG's Medical plans to CIGNA (incumbent), Aetna, Blue Cross South Carolina, BlueChoice and United Healthcare for an effective date of October 1, 2021. Choice was made to remain with CIGNA
- Currently RCG has a fully insured plan and historically the RCG HR team has done an outstanding job managing plans/costs. Loss Ratios / Large Claimant activity has spiked in the past 12 months to over 100% (claims are higher than premiums paid). Costs for Pre 65 retirees are significantly higher than premiums being paid
- Gallagher has also helped RCG analyze PEBA (SC State Health Plan) to understand the Pro's and Con's of joining the program specific to
  - Active Employees
  - Pre 65 Retirees
  - Post 65 Retirees
- **The presentation today will highlight Gallagher's findings and comparisons of the current benefits offered at RCG vs PEBA**





# PEBA Retiree Eligibility – Optional Employers

Eligibility for retiree group insurance is not the same as eligibility for retirement. Determining retiree insurance eligibility is complicated, and only PEBA can make that determination. It is very important to contact PEBA before making final arrangements for retirement.

## Employees hired into an insurance-eligible position

Retirement status	Earned service credit with an employer participating in the State Health Plan	Responsibility for paying for premiums
<b>Left employment after reaching service or disability retirement eligibility</b> <i>Learn more about retirement eligibility at <a href="http://peba.sc.gov">peba.sc.gov</a>.</i>	At least five years	Your portion of the premium, up to the full amount of the employee and employer share, is at your employer's discretion.
<b>Left employment before reaching retirement eligibility</b>	Less than 20 years	You are not eligible for retiree insurance coverage.
	20 or more years	Your portion of the premium, up to the full amount of the employee and employer share, is at your employer's discretion.

As long as the employee is eligible to retire under SCRS rules and the last five years have been consecutive, full-time, permanent with an insurance covered employer, the employee would be eligible for insurance.



# PEBA & Grandfathered Status

- PEBA believes the State Health Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act).
- As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted in 2010.
- Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing or have a cap on out of pocket costs.



**Gallagher**

Insurance | Risk Management | Consulting

# Section II – Active Employees & Pre 65 Retirees

# Current Benefits & Est. Actuarial Value



**Gallagher**

Insurance | Risk Management | Consulting

Benefit Summary	Buy Up		CIGNA Current (Fully Insured) Standard		HDHP	
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
<b>Calendar Year Deductible</b>						
Individual	\$500	\$1,000	\$1,000	\$2,000	\$3,000	\$6,000
Family	\$1,000	\$2,000	\$2,000	\$4,000	\$6,000	\$12,000
<b>Coinsurance Maximum</b>						
Individual	N/A	N/A	N/A	N/A	N/A	N/A
Family	N/A	N/A	N/A	N/A	N/A	N/A
<b>Out-of-Pocket Maximum</b>						
Individual	\$4,000	\$8,000	\$5,500	\$11,000	\$6,000	\$12,000
Family	\$8,000	\$16,000	\$11,000	\$22,000	\$12,000	\$24,000
<b>Routine Doctor Office Visits</b>						
Primary Care	\$20 copay	70% after deductible	\$35 copay	70% after deductible	100% after deductible	70% after deductible
Specialist	\$35 copay	70% after deductible	\$45 copay	70% after deductible	100% after deductible	70% after deductible
<b>Preventive Care</b>	100% - No deductible	70% after deductible	100% - No deductible	70% after deductible	100% - No deductible	70% after deductible
<b>Inpatient Hospital Services</b>						
Per Admission Deductible	N/A	N/A	N/A	N/A	N/A	N/A
Facility Care	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible
Doctor Visits & Surgery	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible
<b>Outpatient Hospital Services</b>						
Surgery	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible
Diagnostic Lab & X-Rays	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible
<b>Emergency Room</b>						
Emergency Care	80% after deductible	80% after deductible	70% after deductible	70% after deductible	100% after deductible	100% after deductible
Urgent Care Centers	\$35 copay	\$35 copay	\$45 copay	\$45 copay	100% after deductible	100% after deductible
<b>Prescription Drugs - Retail</b>						
Generic	\$10		\$20		70% after Deductible	
Preferred Brand Name	\$35		\$50		60% after Deductible	
Non-Preferred Brand Name	\$55		\$75		50% after Deductible	
Specialty	\$55		70% (Min \$75 / Max \$150)		50% after Deductible	

**Plan Actuarial Values:**

Buy Up - ~87%

Standard - ~80%

HDHP\* - ~77%

The actuarial value of a plan tells you what percentage of healthcare costs that health insurance plan is expected to pay for its beneficiaries. A plan with an actuarial value of **80%** is expected to pay approximately 80% of the healthcare costs of its beneficiaries

# Current Rx Benefits



**Gallagher**

Insurance | Risk Management | Consulting

Pharmacy Benefits			
	Buy Up Plan	Standard Plan	Choice Plan (In-Network / Out-of-Network)
<b>IN-NETWORK COVERAGE ONLY - Dispense as Written**</b>			
<b>Retail (31-day supply)</b>	\$10 copay - Tier I (Generic) \$35 copay - Tier II (Preferred Brand) \$55 copay - Tier III (Non-Preferred Brand and Specialty*)	\$20 copay - Tier I (Generic) \$50 copay - Tier II (Preferred Brand) \$75 copay - Tier III (Non-Preferred Brand) 30% coinsurance (\$75 min/ \$150 max) - Tier IV (Specialty*)	In-Network: 30% Tier I 40% Tier II 50% Tiers III & IV Out-of-Network: 50%
<b>Mail Order - Cigna Home Delivery (93-day supply)</b>	\$20 copay - Tier I (Generic) \$70 copay - Tier II (Preferred Brand) \$125 copay - Tier III (Non-Preferred Brand and Specialty*)	\$40 copay - Tier I (Generic) \$100 copay - Tier II (Preferred Brand) \$150 copay - Tier III (Non-Preferred Brand) 30% coinsurance (\$150 min/ \$300 max) - Tier IV (Specialty*)	In-Network: 30% Tier I 40% Tier II 50% Tiers III & IV Out-of-Network: Not Covered
<b>Pharmacy Drug Formulary</b>	Cigna Standard Prescription Drug List	Cigna Value Prescription Drug List	Cigna Value Prescription Drug List
<b>Includes Step Therapy?</b>	No	Yes	Yes

Standard Plan and Choice Plan both have more restrictive “Value” Prescription Drug List and also require Step Therapy compared to Buy Up Plan



\*Specialty Rx must be purchased through Cigna Home Delivery (31-day supply)

\*\*When patient requests brand drug, patient pays the generic copay plus the cost difference between the brand and generic drugs up to the cost of the brand drug.



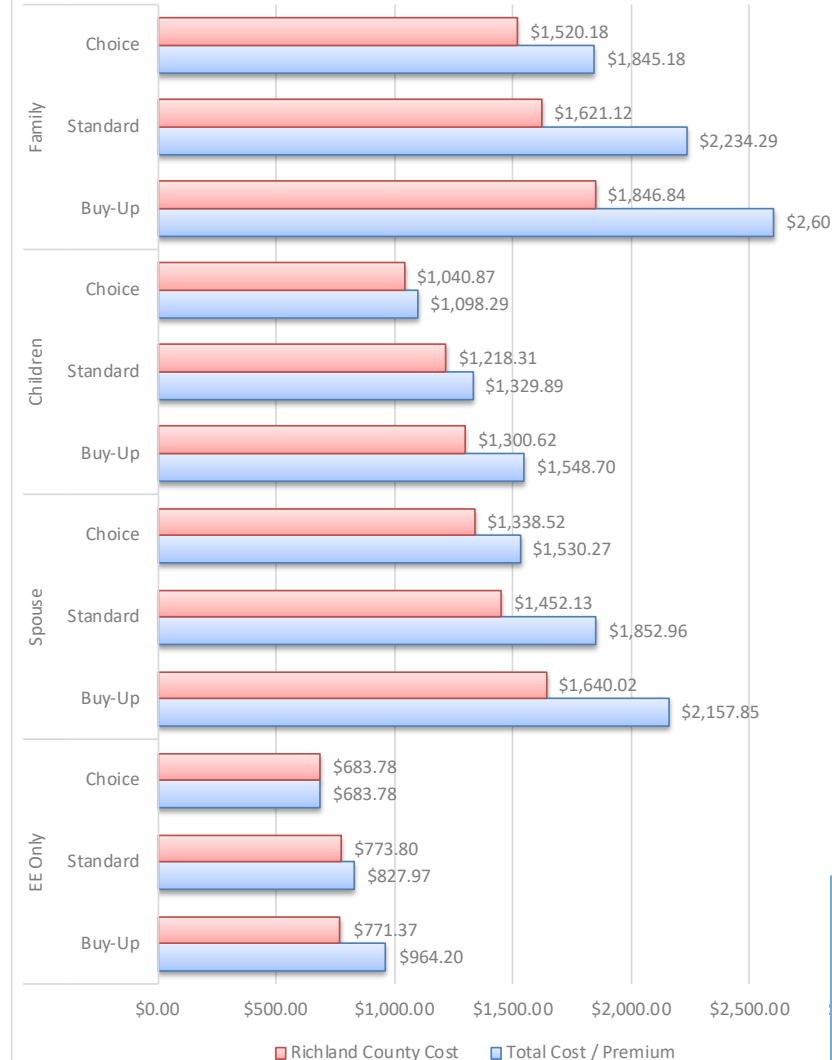
# Current Premiums & Employee Contributions



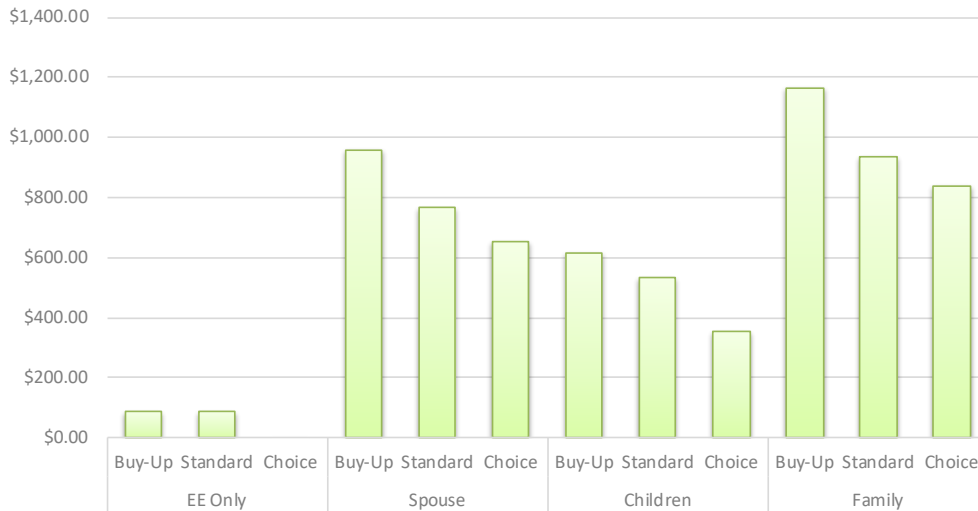
Insurance | Risk Management | Consulting

	Buy-Up	Total Cost / Premium	Richland County Cost	EE Contribution	Additional RCG Funding
EE Only	Buy-Up	\$964.20	\$771.37	\$192.83	\$87.59
	Standard	\$827.97	\$773.80	\$54.17	\$90.02
	Choice	\$683.78	\$683.78	\$0.00	\$0.00
Spouse	Buy-Up	\$2,157.85	\$1,640.02	\$517.83	\$956.24
	Standard	\$1,852.96	\$1,452.13	\$400.83	\$768.35
	Choice	\$1,530.27	\$1,338.52	\$191.75	\$654.74
Children	Buy-Up	\$1,548.70	\$1,300.62	\$248.08	\$616.84
	Standard	\$1,329.89	\$1,218.31	\$111.58	\$534.53
	Choice	\$1,098.29	\$1,040.87	\$57.42	\$357.09
Family	Buy-Up	\$2,601.92	\$1,846.84	\$755.08	\$1,163.06
	Standard	\$2,234.29	\$1,621.12	\$613.17	\$937.34
	Choice	\$1,845.18	\$1,520.18	\$325.00	\$836.40

Employer Contribution vs Total Cost



Additional RCG Funding



# Current Benefits vs PEBA



Gallagher

Insurance | Risk Management | Consulting



Benefit Summary	Buy Up		CIGNA Current (Fully Insured) Standard		HDHP		PEBA			
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network	Standard Plan		Savings Plan	
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
<b>Calendar Year Deductible</b>										
Individual	\$500	\$1,000	\$1,000	\$2,000	\$3,000	\$6,000	\$490	\$490	\$3,600	\$3,600
Family	\$1,000	\$2,000	\$2,000	\$4,000	\$6,000	\$12,000	\$980	\$980	\$7,200	\$7,200
									Non Embedded Ded	
<b>Coinsurance Maximum</b>										
Individual	N/A	N/A	N/A	N/A	N/A	N/A	\$2,800	\$5,600	\$2,400	\$4,800
Family	N/A	N/A	N/A	N/A	N/A	N/A	\$5,600	\$11,200	\$4,800	\$9,600
<b>Out-of-Pocket Maximum</b>										
Individual	\$4,000	\$8,000	\$5,500	\$11,000	\$6,000	\$12,000	Unlimited	Unlimited	\$6,000	\$8,400
Family	\$8,000	\$16,000	\$11,000	\$22,000	\$12,000	\$24,000	Unlimited	Unlimited	\$12,000	\$16,800
<b>Routine Doctor Office Visits</b>							Copays continue after Coin Max			
Primary Care	\$20 copay	70% after deductible	\$35 copay	70% after deductible	100% after deductible	70% after deductible	\$14 + remaining ded & coin		80% after deductible	60% after deductible
Specialist	\$35 copay	70% after deductible	\$45 copay	70% after deductible	100% after deductible	70% after deductible	\$14 + remaining ded & coin		80% after deductible	60% after deductible
<b>Preventive Care</b>	100% - No deductible	70% after deductible	100% - No deductible	70% after deductible	100% - No deductible	70% after deductible	Wellness Schedule (Age Banding / Covered Years & Non Covered Years)		100% - No deductible	60% after deductible
<b>Inpatient Hospital Services</b>							Patient Centered Medical Home Discount - No Copay / Lower Coinsurance			
Per Admission Deductible	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Facility Care	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Doctor Visits & Surgery	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible	80% after deductible	60% after deductible	80% after deductible	60% after deductible
<b>Outpatient Hospital Services</b>										
Surgery	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible	\$105 + remaining ded & coin		80% after deductible	60% after deductible
Diagnostic Lab & X-Rays	80% after deductible	70% after deductible	70% after deductible	60% after deductible	100% after deductible	70% after deductible	\$105 + remaining ded & coin		80% after deductible	60% after deductible
<b>Emergency Room</b>										
Emergency Care	80% after deductible	80% after deductible	70% after deductible	70% after deductible	100% after deductible	100% after deductible	\$175 + remaining ded & coin		80% after deductible	60% after deductible
Urgent Care Centers	\$35 copay	\$35 copay	\$45 copay	\$45 copay	100% after deductible	100% after deductible	\$14 + remaining ded & coin		80% after deductible	60% after deductible
<b>Prescription Drugs - Retail</b>							\$3000 Rx Copay Max			
Generic	\$10		\$20		70% after Deductible		\$9		80% after Deductible	
Preferred Brand Name	\$35		\$50		60% after Deductible		\$42		80% after Deductible	
Non-Preferred Brand Name	\$55		\$75		50% after Deductible		\$70		80% after Deductible	
Specialty	\$55		70% (Min \$75 / Max \$150)		50% after Deductible		\$70		80% after Deductible	



# PEBA Plan Design Losses

- As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing or include a true out of pocket maximum
- Standard Plan deductible looks low but office visits and other routine procedures will be subject to meeting deductible before any plan benefits paid.
- Standard Plan has no true out of pocket max. \$14 copays and other outpatient copays continue after deductible & coinsurance max. Rx copay max of \$3000 is unreachable.
- Standard Plan wellness visits limited to covered years based on the following schedule:
  - Ages 19-39, one visit every three years, Ages 40-49, one visit every two years, Ages 50 and up, one visit per year.
  - Eligible female members may use their well visit at their gynecologist or their primary care physician, but not both, in a covered year.
- Savings Plan requires coinsurance after deductible met (current plan is 100% except prescription drugs).
- Savings Plan does not come with employer seed money to a Health Savings Account (HSA)
- PEBA offers no cross accumulation of deductibles and coinsurance of In-Network & Out-of-Network benefits



# CIGNA / PEBA Covered Services

Column1	CIGNA	SPD Page (Standard Plan)	PEBA	Plan of Benefits Page/Section
Ambulance	Yes	29	Yes	47-G
Ambulatory Surgical Centers	Yes	29	Yes	53-E
Anesthesia	Yes	29	Yes	56-C
Autism Spectrum Disorders	Not Covered	30	Yes	66
Behavioral Health Disorders - Inpatient	Yes	32	Yes	48-M
Behavioral Health Disorders - Outpatient / Professional	Yes	32	Yes	48-L
Blood Transfusions	Yes	29	Yes	46 - B
Chiropractic Services	Yes	35	Yes	45
Contraceptives	Yes	29	Yes	67
Cranial Band	Not Covered	34/46	Yes	66
Dental Care - Surgery	Yes	46	Yes	49-O
Diagnostic Services - Outpatient (X ray, labs)	Yes	29	Yes	58-A/B
DME - Therapeutic	Yes	33	Yes	46-E
Genetic Testing	Yes	30	Not Listed	Not Listed
Home Health Care	Yes	31	Yes	61
Hospice Care	Yes	31	Yes	59
Hospital Care - Inpatient	Yes	29	Yes	53-A/B
Hospital Care - Outpatient	Yes	29	Yes	53-C/D
Hospital Care - Physician	Yes	29	Yes	56-D
Hospital Care - Room, Board, Other	Yes	29	Yes	54G
Hospital Care - Surgery	Yes	29	Yes	55-A
Hospital Care - Surgical Assistant	Yes	29	Yes	56-B
Infertility Treatment	Not Covered	46	Yes	64
Medical Supplies	Yes	29	Yes	46-F
Nursing Care - Home	Yes	31	Yes	46 - D
Nursing Care - Hospital	Yes	29	Yes	46 - C
Obstetrical Care	Yes	21	Yes	57-G
Occupational Therapy /Physical Therapy	Yes	35	Yes	47-K
Organ Transplant	Yes	36	Yes	49-P / 58-A/B/C
Orthopedic braces/crutches	Yes	34	Yes	48-J
Physician Administered Specialty Drugs	Yes	37	Yes	67
Prescription Drugs	Yes	39	Yes	67
Preventive Care - Men (PSA)	Yes	29	Not Listed	Not Listed
Preventive Care - Woman (Mamograms, Cervical Cancer)	Yes	30	Yes	62
Preventive Screenings	Yes	29	Yes	66
Prosthetic Appliances	Yes	31	Yes	48-H
Chemo/Radiation Therapy (Cancer)	Yes	29	Yes	57-I
Rehabilitation Facility & Care	Yes	29	Yes	63
Skilled Nursing Facility	Yes	29	Yes	59
Speech Therapy - Rehabilitation	Yes	35	Yes	48-N
Telehealth/Telemedicine	Yes	30	Yes	52-Q/R
Tobacco Cessation Pharmaceuticals	Yes	45	Yes	69
Well Care (Child/Adult)	Yes	29	Yes	64/65

PEBA looks to have coverage/high coverage for Autism/ABA, Cranial Banding and Infertility Treatment.

PSA exams for men is not listed under PEBA but safe to say it is covered due to following USPSTF guidelines.



## Current Employee Contribution vs PEBA

Health Insurance Coverage Costs Per Month Based on Coverage	CURRENT CIGNA PLAN			SC PEBA PLANS	
	Choice H S A	Standard 70/30	Buy-up 80/20	Savings H S A	Standard 80/20
Employee Only	\$0.00	\$54.17	\$192.83	\$9.70	\$97.68
Employee/Spouse	\$191.75	\$400.83	\$517.83	\$77.40	\$253.36
Employee Child(ren)	\$57.42	\$111.58	\$248.08	\$20.48	\$143.86
Family	\$325.00	\$613.17	\$755.08	\$113.00	\$306.56





# State Health Plan versus national trends

Claims expenditure growth



	Public and private sector insurance plans <sup>1</sup>	State Health Plan <sup>2</sup>
2016	6.9%	0.2%
2017	6.5%	2.4%
2018	7.1%	3.2%
2019	6.7%	2.3%
2020	6.6%	3.6% <sup>3</sup>
5-year average (2016-2020)	6.8%	2.3%

- Target is to maintain net expenditure growth at least two points below benchmark.





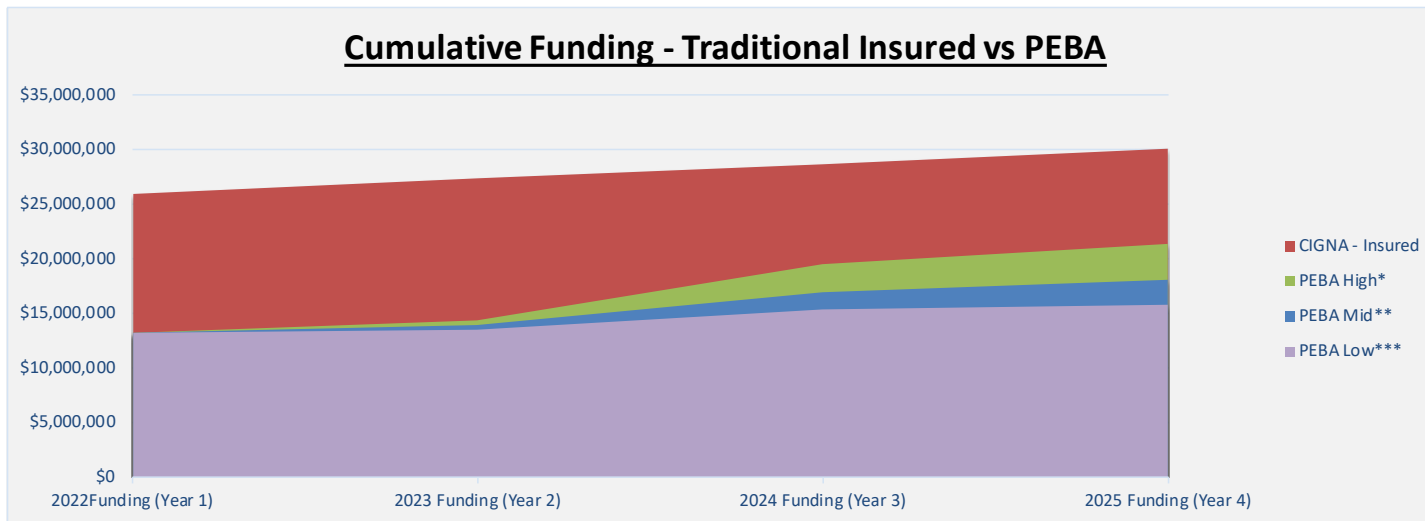
# PEBA vs Fully Insured Total Cost Estimate – Low/Mid/High

	CIGNA - Insured	PEBA High*	PEBA Mid**	PEBA Low***
5 Year Trend	5.0%	9.0%	6.0%	3.0%
2022 Funding (Year 1)	\$26,000,000	\$13,159,730	\$13,159,730	\$13,159,730
2023 Funding (Year 2)	\$27,300,000	\$14,344,106	\$13,949,314	\$13,554,522
2024 Funding (Year 3)	\$28,665,000	\$19,543,844	\$17,004,214	\$15,357,273
2025 Funding (Year 4)	\$30,098,250	\$21,302,790	\$18,024,466	\$15,817,992
Total 4 Year Estimated Cost	\$112,063,250	\$68,350,470	\$62,137,724	\$57,889,517
4 Year Estimated Savings vs CIGNA	N/A	\$43,712,780	\$49,925,526	\$54,173,733

\*9% Annual Increase with 25% Load Factor in 2024 & 2025

\*\*6% Annual Increase with 15% Load Factor in 2024 & 2025

\*\*\*3% Annual Increase with 10% Load Factor in 2024 & 2025



The High, Mid and Low scenarios assume different average annual increases and PEBA applied load factors after year two of program. Max load after year 2 is 50%



# PEBA Cost Containment Highlights

- Provider reimbursement pricing policy with provider networks (inpatient and outpatient hospital settings, professional fee schedules and pharmacy pricing)
- Utilization review and management (precertification of inpatient cases and certain outpatient procedures, disease management of specified conditions, complex care management and chronic kidney disease management)
- Tobacco surcharge of \$40/contract/month for members with single coverage who use tobacco and \$60/contract/month for members with dependent coverage who use tobacco or cover a family member that does
- Prior authorization/step therapy requirements for specified medications, including “preferred step therapy” program to steer business to “front-line” generics
- Closed formulary — non-coverage of non-formulary products
- “Pay-the-difference” policy for brand drugs with generic equivalents
- Voluntary Data Sharing Agreement with Medicare (maintain current Medicare eligibility on all subscribers yielding significant cost savings)
- Pharmaceutical manufacturer rebates (for all health plans); the Plan received approximately \$293.10 million in rebates during the current fiscal year
- Narrow pharmacy networks for specialty drugs and for retail maintenance



**Gallagher**

Insurance | Risk Management | Consulting

# Section III – Post 65 Retirees



# Education – Parts of Medicare

## Medicare Part A – Hospital Insurance

Covers medically necessary inpatient care in a hospital or skilled nursing facility. It also helps cover some home healthcare and hospice care. This coverage is free to citizens who have paid into Medicare for more than 10 years. The Part A deductible for 2021 = \$1,484

## Medicare Part B – Medical Insurance

Covers medically necessary providers' services, outpatient care and other medical services and supplies. Part B also helps cover some preventive services. The cost of Part B coverage varies by location but is around \$150 per month and the deductible for 2021 = \$203

## Medicare Part C – Medicare Advantage Plans



Available through private insurance companies, such as Humana. Part C helps cover everything medically necessary that Part A and Part B cover. You still have Medicare if you elect Medicare Part C coverage. You must be entitled to Medicare Part A and enrolled in Part B to be eligible for a Medicare Part C plan.

## Medicare Supplement (Medigap) –

Designed to cover the “gaps” Medicare Part A & B do not cover such as deductibles, copayments and coinsurance. There are typically a range of options available and if someone signs up in initial enrollment period then coverage cannot be denied regardless of health status. Policies are standardized so that policies identified by the letter A-N offer the same benefits

## Medicare Part D – Prescription Drug Coverage

Only available through private companies, such as Humana. Many Part C Medicare Advantage plans include Medicare Part D prescription drug coverage. Coverage costs vary based on a multiple of factors. In addition to the monthly premium, there may be an annual deductible as well as copayments or coinsurance each time a prescription is filled.

# Medical Premiums & Employee Contributions

\*from current RCG Medicare Retiree OE Guide




**Gallagher**

Insurance | Risk Management | Consulting

**Humana.**


Type	Tier	Total Premium	RCG Portion	Retiree Portion	
Medicare retirees who retired before January 1, 2010 <b>OR</b> who retired after January 1, 2010 and who have at least 25 years of service	25+ Years - 100%	Retiree Only	\$149.63	\$149.63	\$0.00
		Retiree & Spouse (65 & older)	\$299.26	\$209.73	\$89.53
Medicare retirees who retired after January 1, 2010 <b>and</b> who have less than 25 years of service	20-24 Years - 75%	Retiree Only	\$149.63	\$112.22	\$37.41
		Retiree & Spouse (65 & older)	\$299.26	\$158.60	\$140.66
	15-19 Years - 50%	Retiree Only	\$149.63	\$74.82	\$74.81
		Retiree & Spouse (65 & older)	\$299.26	\$107.47	\$191.79
	10-14 Years - 25%	Retiree Only	\$149.63	\$37.41	\$112.22
		Retiree & Spouse (65 & older)	\$299.26	\$56.34	\$242.92
	1-9 Years - 0%	Retiree Only	\$149.63	\$0.00	\$149.63
		Retiree & Spouse (65 & older)	\$299.26	\$0.00	\$299.26

# Humana vs PEBA Benefit Design

	<b>Humana</b>	 <b>PEBA</b> SC Retirement Systems and State Health Plan	
<b>Plan Name</b>	<b>Richland County - 2021 Plan Year</b>	<b>Medicare Supplement Plan</b>	<b>Carve Out Plan (PEBA Standard Plan)</b>
<b>Plan Type</b>	<b>Medicare Advantage</b>	<b>Medicare Supplement Plan</b>	<b>Medicare Advantage / Carve-out</b>
<b>Annual Deductible</b>	\$350 per individual per plan year	N/A - pays Medicare Part A (\$ 1,484) & B (\$203) Deductible	\$490 Single / \$980 Family
<b>Annual Out of Pocket Max</b>	\$2,000	N/A - pays Part A & B Deductible and Part B coinsurance of 20%	Unlimited (Copays continue after coinsurance maximum of \$2800 is met)
<b>Outpatient Care and Services</b>			
<b>Ambulance</b>	80% covered	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Ambulatory Surgical Center Services</b>	80% after combined annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Durable Medical Equipment &amp; Prosthetics</b>	100% covered or 80% covered	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Emergency Care</b>	100% after \$75 copayment; waived if admitted within 24 hours	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$175 copayment plus the remaining deductible. Then, you pay the copayment plus your coinsurance
<b>Podiatry Services (Medicare covered)</b>	80% after annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Hearing Exam (Medicare Covered)</b>	100% after \$35 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	?
<b>Hearing Exam (routine)</b>	Not Covered	Not Covered	Not Covered
<b>Hearing Aids</b>	Not Covered	Not Covered	Not Covered
<b>Hospital Inpatient</b>	80% covered after annual deductible	N/A - pays Part A hospital deductible, coinsurance for days 61 through 150 and 100% covered beyond 150	\$490 Deductible then Coinsurance
<b>Outpatient Rehabilitation (Medicare-covered therapies, Cardiac and pulmonary rehab)</b>	100% covered after \$35 copay (\$30 copay for pulmonary therapy)	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Outpatient Hospital</b>	80% after combined annual deductible <b>or</b> 100% after \$20 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$105 copayment plus the remaining deductible. Then, you pay the copayment plus your coinsurance
<b>Renal Dialysis</b>	100% after \$20 to \$30 copayment (100% for Renal Dialysis Training)	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Urgent Care</b>	100% covered after \$20 - \$35 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	
<b>Vision Services (Medicare Covered Exam)</b>	100% covered after \$35 copayment		
<b>Vision Services (Medicare- covered eyeglasses or contact lenses after cataract surgery)</b>	100% covered after \$35 copayment		




# Humana vs PEBA Benefit Design

	<b>Humana</b>	 <b>PEBA</b> SC Retirement Systems and State Health Plan	Insurance   Risk Management   Consulting
<b>Plan Name</b>	<b>Richland County - 2021 Plan Year</b>	<b>Medicare Supplement Plan</b>	<b>Carve Out Plan (PEBA Standard Plan)</b>
<b>Plan Type</b>	<b>Medicare Advantage</b>	<b>Medicare Supplement Plan</b>	<b>Medicare Advantage / Carve-out</b>
<b>Diagnostic Tests, Lab and Radiology Services, and X-Rays</b>			
<b>Diagnostic Radiology services (MRIs, CT Scans)</b>	80% covered after annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Diagnostic tests and procedures</b>	100% covered after \$0 - \$35 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Lab services</b>	80% covered after combined annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Outpatient x-rays</b>	100% covered after \$20 - \$35 copay	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Therapeutic radiology services</b>	80% covered after combined annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance
<b>Skilled Nursing Facility</b>			
<b>Days 1-20</b>	100% covered after annual deductible	100% - pays coinsurance for days 21 through 100 and 100% of approved days beyond 100 if medically necessary. Limit of 60 days beyond 100 days per year	\$490 Deductible then Coinsurance up to 60 days
<b>Days 21-100</b>	80% covered per day		
<b>Days 101+</b>	Not Covered		
<b>Home Health</b>	80% covered after annual deductible	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$490 Deductible then Coinsurance up to 100 visits
<b>Hospice</b>	Covered under Original Medicare	Covered under Original Medicare	Covered under Original Medicare
<b>Physician Visits &amp; Preventive</b>			
<b>Primary Care Physician</b>	\$20 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	\$14 copayment plus the remaining allowed until deductible met. Then \$14 copayment plus 20% coinsurance
<b>Physician Specialist</b>	\$35 copayment		
<b>Immunizations &amp; Screenings - Medicare covered</b>	100% covered	100% covered	100% covered
<b>Mental Health Care</b>			
<b>Mental Health (Inpatient - days 1-90 per benefit period)</b>	80% covered after combined annual deductible per day	Inpatient: Plan pays Medicare deductible; \$371/day coinsurance for days 61-90; and \$742/day coinsurance for days 91-150. After 150 days approval required	\$490 Deductible then Coinsurance
<b>Mental Health (Inpatient - days 91+ per benefit period)</b>	Not Covered		
<b>Mental Health / Substance Abuse (outpatient - individual)</b>	100% covered after \$20 to \$35 copayment		
<b>Mental Health / Substance Abuse (outpatient - group)</b>	100% covered after \$10 to \$35 copayment	100% - pays Medicare Part A & Part B Deductible and Part B Coinsurance	

# Humana vs PEBA Benefit Design



Insurance | Risk Management | Consulting

	<b>Humana</b>	 <b>PEBA</b> <small>SC Retirement Systems and State Health Plan</small>	
<b>Plan Name</b>	Richland County - 2021 Plan Year	Medicare Supplement Plan	Carve Out Plan (PEBA Standard Plan)
<b>Plan Type</b>	Medicare Advantage	Medicare Supplement Plan	Medicare Advantage / Carve-out
<b>Prescription Drugs</b>			
<b>Retail</b>	<b>30 Days / 90 Days</b>	<b>30 Days / 90 Days</b>	<b>30 Days / 90 Days</b>
<b>Tier 1 - Generic or Preferred Generic</b>	\$10 / \$30	\$9 / \$22	\$9 / \$22
<b>Tier 2 - Preferred Brand</b>	\$35 / \$105	\$42 / \$105	\$42 / \$105
<b>Tier 3 - Non-Preferred Brand</b>	\$55 / \$165	\$70 / \$175	\$70 / \$175
<b>Tier 4 - Specialty</b>	\$75 / NA	?	?
<b>Mail-Order</b>	<b>30 Days / 90 Days</b>	<b>30 Days / 90 Days</b>	<b>30 Days / 90 Days</b>
<b>Tier 1 - Generic or Preferred Generic</b>	\$10 / \$20	\$9 / \$22	\$9 / \$22
<b>Tier 2 - Preferred Brand</b>	\$35 / \$80	\$42 / \$105	\$42 / \$105
<b>Tier 3 - Non-Preferred Brand</b>	\$55 / \$140	\$70 / \$175	\$70 / \$175
<b>Tier 4 - Specialty</b>	\$75 / NA	?	?
<b>Other Notes</b>			
<b>Part D Gap Coverage</b>	Not applicable	ESI Medicare Part D Plan - Up to \$3000 in prescription drug copayments	ESI Medicare Part D Plan - Up to \$3000 in prescription drug copayments
<b>Coverage Overseas</b>	Emergency Only - Out-of-Network: \$100 deductible, 80% coinsurance, \$25,000 Maximum Annual Benefit or 60 consecutive days, which is reached first. Limited to emergency Medicare-covered	No	Yes - BCBS Global Core program

# PEBA Retiree Items to Consider:

- Items to Consider
  - If RCG participates in PEBA/State Health plan, it is for a minimum of 4 years and you cannot offer any benefit package that conflicts with the package already offered through PEBA (ie-cannot offer Humana Medicare Advantage)
  - PEBA requires the employer/RCG to pay the full amount of the premium and then collect and cost share amount from the retiree directly
  - **The PEBA retiree options are significantly more expensive vs the current Medicare Advantage plans and the cost to RCG will increase unless retirees are charged more of the cost. Cost of total premium for retirees is the same/comparable to active employees**
  - RCG can choose to fully fund, partially fund or not fund the retiree portion of coverage
  - Retirees can choose not to take the PEBA coverage and secure coverage on their own on the individual market at a cheaper rate (many retirees choose this option)
  - PEBA has more complex rules/rates based on the following:
    - Retiree eligible for Medicare, spouse eligible for Medicare
    - Retiree eligible for Medicare, spouse **not** eligible for Medicare
    - Retiree **not** eligible for Medicare, spouse eligible for Medicare
    - Retiree **not** eligible for Medicare, spouse **not** eligible for Medicare
    - Retiree **not** eligible for Medicare, spouse **not** eligible for Medicare, one or more children eligible for Medicare

# Humana vs PEBA Cost



Insurance | Risk Management | Consulting

## Current - RCG Humana Medicare Advantage

Type		Tier	Total Premium	RCG Portion	Retiree Portion
Medicare retirees who retired before January 1, 2010 <b>OR</b> who retired after January 1, 2010 and who have at least 25 years of service	25+ Years - 100%	Retiree Only	\$149.63	\$149.63	\$0.00
		Retiree & Spouse (65 & older)	\$299.26	\$209.73	\$89.53
Medicare retirees who retired after January 1, 2010 <b>and</b> who have less than 25 years of service	20-24 Years - 75%	Retiree Only	\$149.63	\$112.22	\$37.41
		Retiree & Spouse (65 & older)	\$299.26	\$158.60	\$140.66
	15-19 Years - 50%	Retiree Only	\$149.63	\$74.82	\$74.81
		Retiree & Spouse (65 & older)	\$299.26	\$107.47	\$191.79
	10-14 Years - 25%	Retiree Only	\$149.63	\$37.41	\$112.22
		Retiree & Spouse (65 & older)	\$299.26	\$56.34	\$242.92
	1-9 Years - 0%	Retiree Only	\$149.63	\$0.00	\$149.63
		Retiree & Spouse (65 & older)	\$299.26	\$0.00	\$299.26

**The PEBA retiree options are significantly more expensive vs the current Medicare Advantage plans and the cost to RCG will increase unless retirees are charged more of the cost. Cost of total premium for retirees is the same/comparable to active employees**

## PEBA Medicare Supplemental & Carve Out Plan

Type		Tier	Total Premium	RCG Portion	Retiree Portion	RCG Impact (25+ years)	Retiree Impact (25+ ye)
Medicare Supplemental	Non Funded	Retiree Only	\$500.38	\$0.00	\$500.38		
		Retiree & Spouse	\$1,051.04	\$0.00	\$1,051.04		
		Retiree & Children	\$761.92	\$0.00	\$761.92		
		Retiree & Family	\$1,305.28	\$0.00	\$1,305.28		
Medicare Supplemental	Funded	Retiree Only	\$500.38	\$402.70	\$97.68	\$253.07	\$97.68
		Retiree & Spouse	\$1,051.04	\$797.68	\$253.36	\$587.95	\$163.83
		Retiree & Children	\$761.92	\$618.06	\$143.86		
		Retiree & Family	\$1,305.28	\$998.72	\$306.56		
Carve Out Plan	Non Funded	Retiree Only	\$482.38	\$0.00	\$482.38		
		Retiree & Spouse	\$1,015.04	\$0.00	\$1,015.04		
		Retiree & Children	\$743.92	\$0.00	\$743.92		
		Retiree & Family	\$1,269.28	\$0.00	\$1,269.28		
Carve Out Plan	Funded	Retiree Only	\$482.38	\$402.70	\$79.68	\$253.07	\$79.68
		Retiree & Spouse	\$1,015.04	\$797.68	\$217.36	\$587.95	\$127.83
		Retiree & Children	\$743.92	\$618.06	\$125.86		
		Retiree & Family	\$1,269.28	\$998.72	\$270.56		



# Optional Employers – Retiree Eligibility

Eligibility for retiree group insurance is not the same as eligibility for retirement. Determining retiree insurance eligibility is complicated, and only PEBA can make that determination. It is very important to contact PEBA before making final arrangements for retirement.

When reviewing the chart on the next page, keep these in mind:

- The retiree's last five years of employment must have been served consecutively in a full-time, insurance-eligible permanent position with an employer that participates in the State Health Plan.
- Changing jobs could affect retiree eligibility for funding.
- Earned service credit is time earned and established in one of the defined benefit pension plans PEBA administers. Earned service credit does not include any purchased service credit not considered earned service in the retirement plans (e.g., non-qualified service).
- If your employer does not participate in a PEBA-administered retirement plan, your eligibility is determined as if you were a member of the South Carolina Retirement System. This means one year of employment is equated to one year of earned service credit.



# Optional Employers – Retiree Eligibility (cont.)

Eligibility for retiree group insurance is not the same as eligibility for retirement. Determining retiree insurance eligibility is complicated, and only PEBA can make that determination. It is very important to contact PEBA before making final arrangements for retirement.

## Employees hired into an insurance-eligible position

Retirement status	Earned service credit with an employer participating in the State Health Plan	Responsibility for paying for premiums
<b>Left employment after reaching service or disability retirement eligibility</b> <i>Learn more about retirement eligibility at <a href="http://peba.sc.gov">peba.sc.gov</a>.</i>	At least five years	Your portion of the premium, up to the full amount of the employee and employer share, is at your employer's discretion.
<b>Left employment before reaching retirement eligibility</b>	Less than 20 years	You are not eligible for retiree insurance coverage.
	20 or more years	Your portion of the premium, up to the full amount of the employee and employer share, is at your employer's discretion.





**Gallagher**

Insurance | Risk Management | Consulting

# Section IV – PEBA Pros & Cons



# Pros – PEBA vs CIGNA / Commercial

## #1 – Active & Pre 65 Retiree Cost of Coverage

- See PEBA Cost Summary slides
- Before PEBA experience rate loads applied after year 2, total plan costs are ~40% to ~50% below current CIGNA plan pricing.
- After PEBA experience rate loads / worst case scenario, the savings are still significant compared to current.

## #2 – Financial Stability

- See PEBA vs National Trends slide.
- Pooling/risk sharing spreads catastrophic claim risk over a larger population of employers/employees vs stand alone traditional plan.
- Referenced based reimbursement model leads to lower long term medical trends.

## #3 - Economies of Scale / Efficient Processes & Administration

- Same common process for all PEBA members in terms of administering eligibility, benefits, etc.
- Funding/budget rates are known almost 10 months in advance vs 3-5 months for traditional fully insured or self-funded.
- Optional employers are notified of rate loads in March of the year before they go into effect.

## #4 - Common Design / Benefit Parity w other SC Government Entities

- Parity in financial burden and benefits offered with other local government / public sector competing employers.
- Richland County would not be at a financial position where expenses per employee are much higher than other similar type employers.

# PEBA Cons - Detail



Gallagher

Insurance | Risk Management | Consulting

## #1 - Lower Medical benefits

- See Current Benefits vs PEBA slide.
- PEBA assumes grandfathered health plan status for the Standard Plan and not subject to PPACA mandates around wellness and other benefits.
- Copays w Deductibles & Coinsurance.
  - *Non-traditional wellness and cost share.*
  - *IN/OUT cross accumulation.*
  - *No true OOPM for Standard Plan.*
  - *No 100% coverage after deductible for savings plan.*

## #2 - Network & Formulary Disruption

- Minor network disruption.
  - See Disruption Analysis slides in appendix.
- PEBA could not / would not provide a full drug list from Express Scripts to compare. There will always be formulary changes from carrier to carrier.
- *Retirees will be impacted the most due to longer term provider relationship and more drug needs.*

## #3 - Loss of Plan Control

- Eligibility.
- Loss of Authority.
- Loss of Flexibility.
- Benefit Offerings.
  - *Medical, Dental, Life and DI are worse offerings vs today and RCG would be prohibited to add buy up offerings .*
- Plan Design.
- Plan Provisions.
- Carriers/Vendors.
- Employer / Employee Cost Share.
- Tobacco Surcharge not in place today with RCG.
- No employer funding of Health Savings Account

## #4 - Lower Service & Support

- Call center vs dedicated employer contact.
- Relationship with service teams.
- Employee education, employee communication & enrollment support is 100% responsibility of RCG.
- Hard copy change forms and limited open enrollment
- No ability/flexibility for higher level buy up/advocacy services.



### #5 - No Transparency or Reporting

- No claims data available to analyze and review.
  - *Actual Costs vs Premium Costs*
  - *Cost Drivers*
  - *Utilization and Demographics*
  - *Gaps in Care*
  - *Saving & Steerage Opportunities*
  - *ROI for clinic or wellness programs*

### #6 - Long Term Commitment

- By law, on optional employer must participate in the program at least 4 years.
  - *Must wait 4 years from termination date to re-enter PEBA.*
- Changes to existing dental coverage can only be made during open enrollment in odd numbered years.

### #7 - Experience Rating / Load Factors

- Experience rating on health insurance premiums after 2 years.
- Load factors are capped at 50%.
  - *Chances of 50% load are almost impossible based on law of large numbers/size of RCG-*



### #8 – Cost Increase for Post 65 Retirees

- Humana Medicare Advantage Plan must be terminated and replaced with PEBA Medicare Supplement & Carve Out Plan
- Medicare Advantage plans are traditionally cheaper due to limited provider networks and other factors

# Ees	10%	15%	20%	25%	30%	35%	50%
25	28.5%	22.0%	16.7%	12.3%	8.8%	6.2%	1.9%
50	28.2%	20.9%	14.9%	10.3%	6.9%	4.4%	1.0%
100	26.9%	19.0%	12.8%	8.2%	5.1%	3.0%	0.5%
250	22.5%	13.4%	7.3%	3.7%	1.7%	0.8%	0.0%
500	18.6%	9.2%	4.1%	1.6%	0.6%	0.2%	0.0%
1,000	13.2%	4.7%	1.3%	0.3%	0.1%	0.0%	0.0%
2,000	6.3%	1.0%	0.1%	0.0%	0.0%	0.0%	0.0%
5,000	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

452 of 653



### #9 - Advanced Deposit

- \$100K due to PEBA 120 days before effective date – will be applied to first month billing.
- PEBA also requires optional employers to remit a deposit of one months advance billing by July 15<sup>th</sup> each year.

### #10 - Internal Learning Curve - Finance & Human Services

- New PEBA requirements compared to current procedures.
  - Rigid/ “take it or leave it”.
- Limited help from PEBA field services.
- Collecting premiums from retirees can be difficult depending of methods/systems in place today.
- Higher level of employee engagement with technology (system login / changes / updates).

### #11 - Difficulty Entering & Leaving PEBA

- Will require a 3 month medical policy to get lined up with the January 1<sup>st</sup> plan year.
- If RCG decides to leave PEBA in the future, no information will be available for carriers to quote proposals
- Treated as a “virgin” group with higher rate loads when experience not available to underwrite.

### #12 – Cost Shift to Healthier Employees

- Healthy employees will pay more of the burden in PEBA vs traditional non-grandfathered plans because of the need to meet the deductible for routine visits to see a PCP or Specialist.
- Rx copays with separate maximum.



### #13 – Benefit Administration Technology Requirements

- Benefit Express will have issues connecting and working with PEBA.
- Possible options with Colonial and Ward Services, likely requiring new voluntary benefit offers to pay for services.
- Colonial and Ward can help communicate open enrollment and onboarding and communicate with PEBA. These 2 companies are the only “soft links” approved by PEBA at this time.
- If PEBA is chosen, suggest interviewing both entities.

### #14 – No Outside Consultants / Brokers

- Must work with PEBA directly and cannot use the assistance of an outside broker / consultant to help in the management and servicing of the benefits plan.

### #15 – No Wellness Dollars through PEBA

- To assist in RCG’s wellness needs, CIGNA currently offers a wellness fund in the amount of \$245,000
- Fund used today to defray the cost of Cigna designated and arranged health and wellness programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in wellness programs.
- Onsite Health Coach is large part of RCG Wellness Team
  - *Facilitates Training*
  - *Wellness Strategy*
  - *Create and Track Wellness Initiatives*
  - *Counseling & Coaching*





**Gallagher**

Insurance | Risk Management | Consulting

# Section V - Appendix



# Patient Centered Medical Homes - PEBA

- The patient-centered medical home (PCMH) it is a way of providing health care that is becoming increasingly popular in South Carolina and across the nation. In a PCMH, a patient has a health care team that is typically led by a doctor and it may include nurses, a nutritionist, health educators, pharmacists and behavioral health specialists. The team makes referrals to other providers as needed.
- PCMH focus on coordinating care and preventing illnesses rather than waiting until an illness occurs and then treating it. The team helps the patient improve his health by working with him to set goals and to make a plan to meet them. This approach may be particularly beneficial to members with chronic illnesses, such as diabetes and high blood pressure.
- Typically, a PCMH offers same-day appointments whether the patient is sick or needs routine care. It may have extended hours, and team members may communicate online with patients.



# Patient Centered Medical Homes - PEBA

- To encourage members to receive care at a BlueCross BlueShield of South Carolina-affiliated PCMH, the State Health Plan does not charge Standard Plan members the \$14 copayment for a physician office visit. After Savings Plan and Standard Plan subscribers meet their deductible, they will pay 10 percent coinsurance rather than 20 percent for care at a PCMH.

## Current PCMH Utilization\*



A full listing of PCMHs in Richland County is available on next page.

\*data provided from CIGNA claims disruption file and isolates claims incurred with BCBS affiliated PCMHs for the last 12 months in both Richland & Lexington counties.



# Richland & Lexington Counties – Patient Centered Medical Homes (PEBA/BCBS)

## Richland

**Albert Humphrey, M.D.**  
4100 N. Main St., Ste. 101  
Columbia, SC 29203  
803-754-0006

**Atrium Ridge Internal Medicine**  
11 Atrium Ridge Court  
Columbia, SC 29223  
803-699-9992

**Associates In Internal Medicine**  
2001 Laurel St., Ste. 300  
Columbia, SC 29204  
803-254-2786

**Ballentine Family Medicine.**  
1079 Dutch Fork Road  
Irmo, SC 29063  
803-749-8900

**Blythewood Medical Associates**  
428 McNulty St., #2  
Blythewood, SC 29016  
803-754-8941

**Carolina Pediatrics – Downtown**  
2113 Adams Grove Road, Ste. 101  
Columbia, SC 29203  
803-256-0531

**Carolina Pediatrics – Irmo**  
690 Columbiana Drive, Ste. B  
Columbia, SC 29212  
803-376-2838

**Colonia Family Practice & Ambulatory Care**  
4700 Forest Drive, Ste. 101  
Columbia, SC 29206  
803-256-1511

**Eau Claire Internal Medicine**  
4605 Monticello Road, Bldg. A, #3  
Columbia, SC 29203  
803-754-0151

**Five Points Pediatrics**  
1228 Harden St.  
Columbia, SC 29204  
803-748-7002

**Gottlieb Internal Medicine**  
2601 Laurel St., Ste. 120  
Columbia, SC 29204  
803-254-7889

**Hopkins Pediatrics & Family Medicine**  
9023 Garners Ferry Road  
Hopkins, SC 29061  
803-978-1848

**Midlands Internal Medicine**  
115 Blarney Drive, Ste. 108  
Columbia, SC 29223  
803-462-9200

**Northeast Family Practice**  
115 Blarney Drive, Ste. 209  
Columbia, SC 29223  
803-736-6262

**Palmetto Health USC Family Medicine – Colonial**  
3209 Colonial Drive  
Columbia, SC 29203  
803-434-6113

**Palmetto Health USC Family Medicine – Forest Acres**  
3600 Forest Drive, Ste. 300  
Columbia, SC 29204  
803-749-5101

**Palmetto Health USC Geriatrics – Farrow**  
3010 Farrow Road, Ste. 300  
Columbia, SC 29203  
803-434-1210

**Palmetto Health USC Medical Group Carolina Family Practice**  
1410 Blanding St., Ste. 102  
Columbia, SC 29201  
803-256-2500

**Palmetto Health USC Medical Group Internal Medicine – Medical Park**  
2 Medical Park Road, Ste. 501  
Columbia, SC 29203  
803-545-5444

**Palmetto Health USC Medical Group Primary Care**  
1301 Taylor St., Ste. 8A  
Columbia, SC 29201  
803-929-2955

**Palmetto Primary Care Physicians**  
710 Rabon Road, Ste. 202  
Columbia, SC 29203  
803-636-2121

**Palmetto Primary Care Physicians**  
3930 Devine St.  
Columbia, SC 29205  
803-227-5330

**Palmetto Primary Care Physicians**  
710 Rabon Road, Ste. 203  
Columbia, SC 29203  
803-365-8670

**Palmetto Primary Care Physicians**  
3700 Forest Drive, Ste. 200  
Columbia, SC 29204  
803-799-1922

**Palmetto Primary Care Physicians**  
7430 College St.  
Irmo, SC 29063  
803-732-4001

**Providence Columbia Medical Associates**  
2750 Laurel St., Ste. 303  
Columbia, SC 29204  
803-252-1953

**Providence Family Medicine – Clemson Road**  
105 Professional Park Road  
Columbia, SC 29229  
803-227-8828

**Providence Internal Medicine – Downtown**  
2601 Laurel St., Ste. 230  
Columbia, SC 29204  
803-227-5320

**Providence Northeast Family Care**  
114 Gateway Corp. Blvd., Ste. 350  
Columbia, SC 29203  
803-365-8670

**SC Pediatric Alliance**  
1749 Marshall St.  
Columbia, SC 29203  
803-252-1801

**SC Pediatric Alliance**  
140 Park Central Drive  
Columbia, SC 29203  
803-779-4001

**SC Pediatric Alliance**  
110 Summit Centre Drive  
Columbia, SC 29229  
803-744-9000

**SC Pediatric Alliance**  
601 Clemson Road  
Columbia, SC 29229  
803-788-4886

**SC Pediatric Alliance**  
300 Rice Meadow Way  
Columbia, SC 29229  
803-788-6360

**SC Pediatric Alliance**  
7941 Broad River Road  
Irmo, SC 29063  
803-407-0704

**SC Pediatric Alliance**  
7448 Broad River Road  
Irmo, SC 29063  
803-732-0140

**SC Pediatric Alliance**  
206 Medical Circle  
West Columbia, SC 29169  
803-796-9200

**Springwood Lake Primary Care**  
1721 Horseshoe Drive  
Columbia, SC 29223  
803-626-0600

**South Hampton Family Practice**  
5900 Garners Ferry Road  
Columbia, SC 29209  
803-695-5450

**USC Family Medicine**  
2 Medical Park Road, Ste. 203  
Columbia, SC 29203  
803-545-6200

**USC Internal Medicine**  
1801 Sunset Drive  
Columbia, SC 29203  
803-434-4100

**Waverly Family Practice**  
1228 Harden St., Ste. C  
Columbia, SC 29204  
803-748-1811

**Waverly Women's Healthcare**  
1228 Harden St., Ste. B  
Columbia, SC 29204  
803-744-0540

**Wellspring Family Medicine**  
110 Atrium Way  
Columbia, SC 29223  
803-865-9655

## Lexington

**Brookland-Cayce Medical Practice**  
1115 State St.  
Cayce, SC 29033  
803-939-0174

**Cayce West Columbia Primary Care**  
407 N. Brown St.  
West Columbia, SC 29169  
803-995-8936

**Lakeview Family Medicine**  
1316 N. Lake Drive  
Lexington, SC 29072  
803-358-1191

**Markowitz & Associates**  
103 Saluda Ridge Court  
W. Columbia, SC 29169  
803-794-3320

**Palmetto Pediatric & Adolescent Clinic – Lexington**  
1970 Augusta Highway  
Lexington, SC 29072  
803-358-2370

**Palmetto Primary Care Physicians**  
7611 St. Andrews Road  
Irmo, SC 29063  
803-714-3300

**Palmetto Primary Care Physicians**  
3220 Sunset Blvd., Ste. 101  
West Columbia, SC 29169  
803-791-5680

**Parkridge Medical Associates**  
100 Palmetto Health Parkway, Ste. 220  
Columbia, SC 29212  
803-749-0693

**Pelion Family Practice**  
8063 Edmund Highway  
Pelion, SC 29123  
803-894-3736

**Providence Family Medicine – Lexington**  
2351 Augusta Hwy.  
Lexington, SC 29072  
803-359-2486

**SC Pediatric Alliance**  
4568 Sunset Blvd.  
Lexington, SC 29072  
803-520-5144

**SC Internal Medicine Associates & Rehabilitation**  
1 Wellness Blvd., Ste. 200  
Irmo, SC 29063  
803-749-1111

**Senior Primary Care**  
100 Palmetto Health Parkway,  
Ste. G-100  
Columbia, SC 29212  
803-907-7800

**Waverly Women's Healthcare**  
338 E. Columbia Ave., Ste. B  
Batesburg-Leesville, SC 29070  
803-532-1580



## Disruption Analysis - All

### Aetna

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered		0%		0%
In-Network	94,598	99%	\$31,803,088	98%
Out-of-Network	932	1%	\$632,919	2%
<b>Total</b>	<b>95,530</b>	<b>100%</b>	<b>\$32,436,008</b>	<b>100%</b>

### BCBSSC / Blue Choice

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	0	0%	\$0	0%
In-Network	94,601	99%	\$32,222,875	99%
Out-of-Network	929	1%	\$213,132	1%
<b>Total</b>	<b>95,530</b>	<b>100%</b>	<b>\$32,436,008</b>	<b>100%</b>

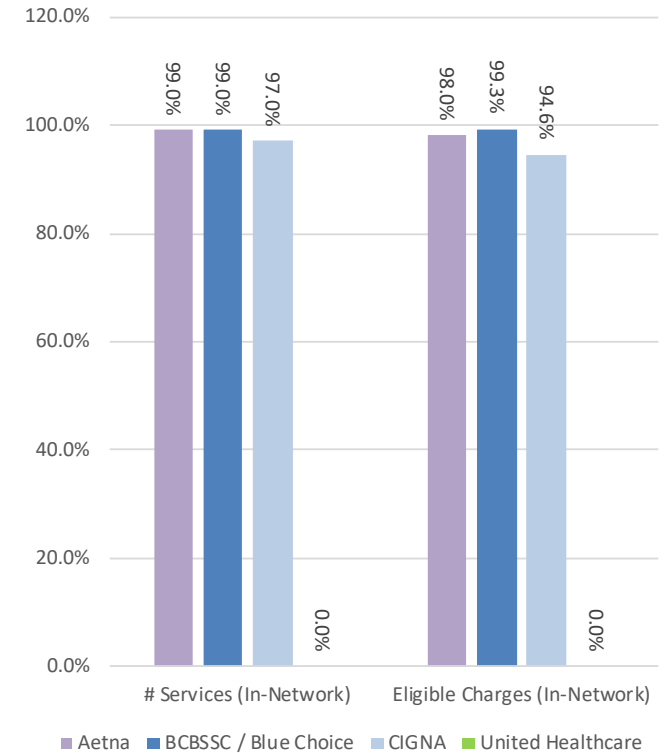
### CIGNA

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	0	0%		0%
In-Network	92,682	97%	\$30,689,222	95%
Out-of-Network	2,848	3%	\$1,746,785	5%
<b>Total</b>	<b>95,530</b>	<b>100%</b>	<b>\$32,436,008</b>	<b>100%</b>

### United Healthcare

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
In-Network	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
Out-of-Network	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
<b>Total</b>	<b>0</b>	<b>#VALUE!</b>	<b>\$0</b>	<b>#VALUE!</b>

### Providers / Claims (In Network)



99% of services and claims are flowing through the BCBS and Aetna network currently and could mean additional claim savings with the network change.



## Disruption Analysis – Retiree Only

### Aetna

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	0	0%	\$0	0%
In-Network	7,494	100%	\$3,802,557	99%
Out-of-Network	33	0%	\$25,036	1%
<b>Total</b>	<b>7,527</b>	<b>100%</b>	<b>\$3,827,593</b>	<b>100%</b>



### BCBSSC / Blue Choice

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	0	0%	\$0	0%
In-Network	7,438	99%	\$3,816,311	100%
Out-of-Network	89	1%	\$11,282	0%
<b>Total</b>	<b>7,527</b>	<b>100%</b>	<b>\$3,827,593</b>	<b>100%</b>



### CIGNA

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	0	0%	\$0	0%
In-Network	7,332	97%	\$3,770,626	99%
Out-of-Network	195	3%	\$56,967	1%
<b>Total</b>	<b>7,527</b>	<b>100%</b>	<b>\$3,827,593</b>	<b>100%</b>

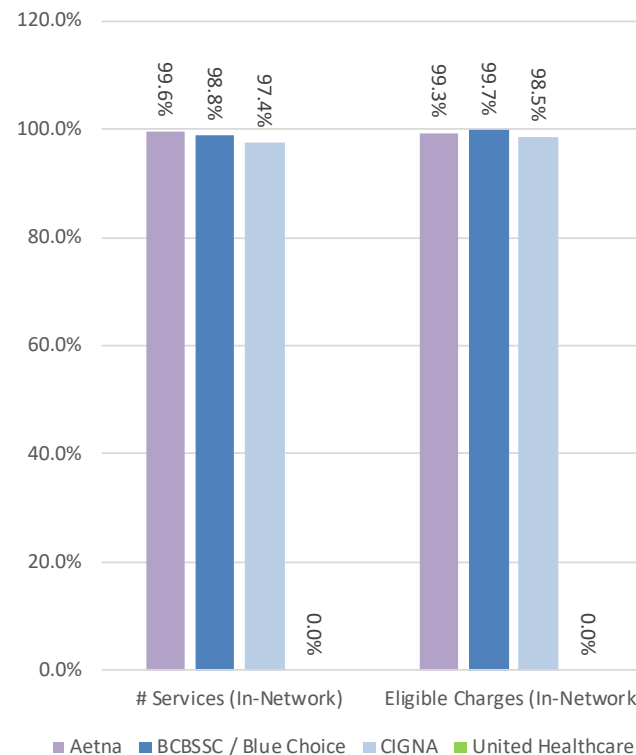


### United Healthcare

	# Services	% of Services	Eligible Charges	% of Charges
Not Considered	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
In-Network	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
Out-of-Network	N/A (DTQ)	#VALUE!	N/A (DTQ)	#VALUE!
<b>Total</b>	<b>0</b>	<b>#VALUE!</b>	<b>\$0</b>	<b>#VALUE!</b>



### Providers / Claims (In Network)






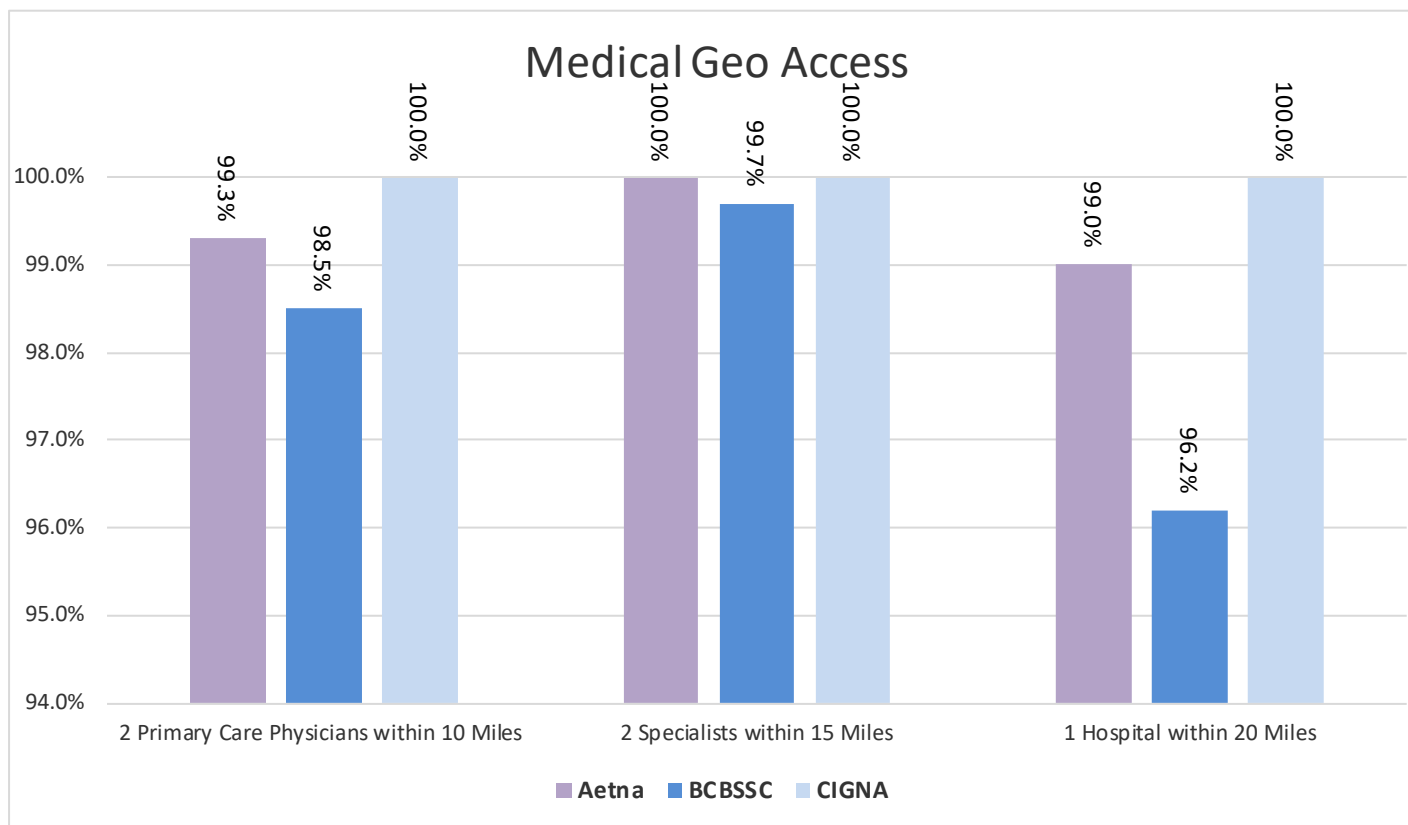
99-100% of services and claims are flowing through the BCBS and Aetna network currently and could mean additional claim savings with the network change.





# Geo Access Analysis

Description	 Aetna	 BCBSSC	 CIGNA
2 Primary Care Physicians within 10 Miles	99.3%	98.5%	100.0%
2 Specialists within 15 Miles	100.0%	99.7%	100.0%
1 Hospital within 20 Miles	99.0%	96.2%	100.0%





# Medical Plan Funding Continuum

**Fully Insured Pooled**

**Fully Insured Self-Fund Ded.**

**Min. Premium or Refund**

**Self-Funded Bundled with Ins. Co.**

**Self-Funded Using TPA**





# Fully-Insured

## Advantages & Considerations

### Advantages

- **Predictable** to budget expense (set premium)
- **Transfer** all the risk to carrier
- Ease of administration (billing and HCR fees)
- Smaller groups with **poor risk and demographics** get to blend into the insurance company's "**manual rates**"

### Considerations

- Less Flexibility in Plan Design
- Health Insurance Tax included
- Premium tax Included
- Limited Claims Data
- **Don't always get rewarded in good claim years**
- Smaller groups with good experience **don't want to be blended** with carriers



# Self-Funding

## Advantages & Considerations

### Advantages

- Improved Cash Flow
- Control of Reserves
- Avoid Over Projection of Claims from carrier
- Control and Flexibility in Plan Design
- Lower Admin Fees
- Claims Transparency
- Benefit Immediately from Wellness Initiatives
- Lower Premium Taxes and ACA Fees

### Considerations

- Less Predictable (Claims Fluctuation)
- Lasering of Large Claims
- Timing of Lock in Rates
- Plan Termination
- Budgeting for Claims Costs
- Administration is More Complex
- HIPAA Compliance
- Claims Litigation Fiduciary Responsibility



# General Disclaimers

## **Coverage Disclaimer**

*This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.*

## **Renewal / Financial Disclaimer**

*This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.*

## **Legal**

*The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.*

THIRD READING BUDGET MOTIONS LIST FY 2022-23

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
<b>1: MILLAGE AGENCIES</b>											
1	Administration	76	Millage Agency	RC Recreation Commission	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request Mill Cap - Est Additional Cost per 100K homeowner value \$3.00. <b>Mill Cap = 16,063,900</b>	\$ 16,063,900	\$ 15,362,500	\$ 15,362,500	
2	Administration	76	Millage Agency	Columbia Area Mental Health	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request Mill Cap - Est Additional Cost per 100K homeowner value \$1.00. <b>Mill Cap = 2,584,000</b>	\$ 2,584,000	\$ 2,408,000	\$ 2,408,000	
3	Administration	76	Millage Agency	RC Public Library	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request Mill Cap - Est Additional Cost per 100K homeowner value \$4.0. <b>Mill Cap = 30,868,000</b>	\$ 30,868,000	\$ 29,460,000	\$ 29,460,000	
4	Administration	76	Millage Agency	Riverbanks Zoo and Gardens	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request No Mil Increase	\$ 2,574,000	\$ 2,574,000	\$ 2,574,000	
5	Administration	76	Millage Agency	Midlands Tech. College (Operating)	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request Mill Cap - Est Additional Cost per 100K homeowner value \$2.0. <b>Mill Cap = 7,250,700</b>	\$ 7,250,700	\$ 6,898,100	\$ 6,898,100	
6	Administration	76	Millage Agency	Midlands Tech Capital/Debt Service	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request Mill Cap - Est Additional Cost per 100K homeowner value \$1.0. <b>Mill Cap = 3,861,000</b>	\$ 3,861,000	\$ 3,685,000	\$ 3,685,000	
7	Administration	76	Millage Agency	School District One	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	Request No Mil Increase	\$ 239,797,217	\$ 239,797,217	\$ 239,797,217	
8	Administration	76	Millage Agency	School District Two	Approve Agency's budget request as received <b>(Approved at No Mill Increase level)</b>	Yes	<b>Agency's request = \$175,649,721.</b> Est Additional Cost per 100K homeowner value \$111.0. The revised <b>Mill Cap level of \$177,549,921</b>	\$ 169,467,321	\$ 169,467,321	\$ 175,649,721	
<b>2: GRANTS</b>											
9	Administration	31,32	Special Revenue	Accommodations Tax Grants	Approval of A-Tax Committee Recommendations		This is the total value of all committee recommendations. <b>Exclude \$30,000</b> awarded to Lake Murray Capital City (re: Item #25)	\$ 400,000	\$ 400,000	\$ 370,000	
10	Administration	33	Special Revenue	Hospitality Tax	Approval of Reserve for Future Years/Contingency funding level			\$ 150,000	\$ 150,000	\$ 150,000	
11	Administration	33	Special Revenue	Hospitality Tax	Approval of Transfers Out funding level		H-Tax Debt Service and Support of the General Fund	\$ 4,487,750	\$ 4,487,750	\$ 4,487,750	
12	Administration	34	Special Revenue	Hospitality Tax (Ordinance Agency)	Approval of the funding level for Columbia Museum of Art for FY23	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation	\$ 791,705	\$ 791,705	\$ 791,705	
13	Administration	34	Special Revenue	Hospitality Tax (Ordinance Agency)	Approval of the funding level for Historic Columbia Foundation for FY23	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation. Amount was <b>increased by \$100,000</b> in second reading.	\$ 406,810	\$ 506,810	\$ 506,810	
14	Administration	34	Special Revenue	Hospitality Tax (Ordinance Agency)	Approval of the funding level for Edventure for FY23	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation	\$ 423,333	\$ 423,333	\$ 423,333	
15	English, Livingston	34	Special Revenue	Hospitality Tax (Ordinance Agency)	Approval of the funding level for Township Auditorium for FY23	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation	\$ 385,000	\$ 385,000	\$ 385,000	
16	Administration	34	Special Revenue	Hospitality Tax (Special Promotions)	Approval of the funding level for Columbia Metropolitan Convention Center and Visitor's Bureau at FY22 level	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation	\$ 201,091	\$ 201,091	\$ 201,091	
17	Administration	34	Special Revenue	Hospitality Tax (Special Promotions)	Approval of the funding level for Columbia International Festival at FY22 level	Yes	Use of fund balance <b>will be affected</b> based on Council's recommendation	\$ 166,344	\$ 166,344	\$ 166,344	



Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
18	Administration	34	Special Revenue	Hospitality Tax (Tier 3)	Approval of SERCO funding at FY22 level	Yes	Use of fund balance <u>will be affected</u> based on Council's recommendation. <u>Data input error</u> in the second reading amount. <b>FY22 approved funding was \$67,895.</b>	\$ 150,000	\$ 150,000	\$ 67,895	
19	Administration	34	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approval of carry over any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY23 budget	Yes	Use of fund balance <u>will be affected</u> based on Council's recommendation	\$ 250,000	\$ 250,000	\$ 250,000	
20	Administration	34	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approval of carry over any unexpended funds from the Historical Corridor to FY23 budget	Yes	Use of fund balance <u>will be affected</u> based on Council's recommendation. \$125,000 are encumbered in FY22. The remaining balance is updated.	\$ 372,715	\$ 372,715	\$ 247,715	
21	Administration	34 to 40	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approval of H-tax Committee Recommendations		This is the total value of all committee recommendations. <b>Exclude \$50,000</b> awarded to Lake Murray Capital City (re: Item #25)	\$ 500,000	\$ 500,000	\$ 450,000	
22	Administration	34	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approval of Councilmember H-Tax Discretionary funding level	Yes	\$ 82,425 per Council District. Use of fund balance <u>will be affected</u> based on Council's recommendation	\$ 906,675	\$ 906,675	\$ 906,675	
23	English, McBride	38	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approve funding of \$60,000 to the Lower Richland Sweet Potato Festival for their annual festival in FY23	Yes	<ul style="list-style-type: none"> <li>Use of fund balance <u>will be affected</u> due to this motion.</li> <li>The festival brings over 14,000 attendees from across the United States for over 40 years.</li> </ul>	\$ 60,000	\$ 60,000	\$ 60,000	
24	McBride	34	Special Revenue	Hospitality Tax (Council Advocacy Groups)	Approval of carry over any unexpended funds from each Councilmember District to FY23 budget	Yes		N/A	Passed	N/A	
25	MALINOWSKI and LIVINGSTON	34	Special Revenue	Hospitality Tax (Special Promotions)	Approval Lake Murray Capital City as a Special Promotion Agency and appropriate funding	Yes	<ul style="list-style-type: none"> <li>Use of fund balance <u>will be affected</u> due to this motion.</li> <li>This entity is one of only 2 tourism promotional agencies approved by the state to bring tourism to the Midlands Region, including Richland County. They consistently promote Richland County via worldwide media with advertising and entertainment events</li> </ul>	TBD	\$ 150,000	\$ 150,000	
26	Administration	41 to 44	Special Revenue	Neighborhood Redevelopment	Approval of Neighborhood Improvement Grant Recommendations		This is the total value of all committee recommendations	\$ 75,775	\$ 75,775	\$ 75,775	
27	Administration	45 to 46	Special Revenue	Conservation Commission	Approval of RC Conservation Commission Grant Recommendations		This is the total value of all committee recommendations	\$ 250,000	\$ 250,000	\$ 250,000	
28	Administration	47 to 53	Special Revenue (Grant Revenue)	Various Grant Funded Depts.	Approval of department requests that are applying for external grants in FY23 and required matching of County funds		Departments requesting approval of applying various grants for totaling incoming potential revenue of \$105,231,142 including associated matching of County funds: <ul style="list-style-type: none"> <li>\$456,562 in General Funds</li> <li>\$3,053,500 in Enterprise Funds</li> </ul>	\$ 105,231,142	\$ 105,231,142	\$ 105,231,142	
<b>3: GENERAL FUND</b>											
29	Administration	8	General Fund (Revenue)	County Departments	Approve Projected General Fund Revenue as presented in the FY23 Recommended Budget Book			\$ 189,747,431	\$ 189,747,431	\$ 189,747,431	
30	Administration	8	General Fund (Revenue)	County Departments	Approve General Fund Transfers In as presented in the FY23 Recommended Budget Book			\$ 3,025,000	\$ 3,025,000	\$ 3,025,000	
31	Administration	8	General Fund (Revenue)	County Departments	Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY23 Recommended Budget Book		The original projected Use of GF Balance is <b>increased by \$611,000 to \$4,603,503</b>	\$ 3,992,503	\$ 3,992,503	\$ 4,603,503	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
32	Administration	5	General Fund (Expenditure)	County Departments	Approve change in the County's health insurance carrier from Cigna Health Care to the SC State Health Plan (PEBA)		This change will still provide quality healthcare to staff and enrolled retirees with a savings to the County of an estimated \$3,698,357, an estimated savings to employees of \$909,497 for FY 2023 and \$40,254,743 over five years for reinvestment in employees and other County wide needs.	\$ (3,698,357)	\$ (3,698,357)	\$ (3,698,357)	
33	Administration	5	General Fund (Expenditure)	County Departments	Approve increasing the minimum entry-level annual wage to \$32,210 (\$16.52 per hour) for full-time and part-time positions to be implemented by August 5,2022			\$ 712,197	\$ 712,197	\$ 712,197	
34	Administration	5	General Fund (Expenditure)	County Departments	Approve 4% pay raise for Richland County's full-time and part-time employees excluding certified detention officers to be implemented by September 2, 2022			\$ 4,281,128	\$ 4,281,128	\$ 4,281,128	
35	Administration	5	General Fund (Expenditure)	County Departments	Approve on average 7.24% pay raise for Richland County's certified detention officers to be implemented by September 2,2022			\$ 943,119	\$ 943,119	\$ 943,119	
36	Administration	5	General Fund (Expenditure)	County Departments	Approve independent Procurement Department			N/A	Passed	N/A	
37	Administration	5	General Fund (Expenditure)	County Departments	Approve independent Grant Department		New Grant Director position is included in recommended new positions list	N/A	Passed	N/A	
38	Administration	7	General Fund (Expenditure)	County Departments	Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY23 Recommended Budget Book			\$ 183,258,963	\$ 183,258,963	\$ 183,258,963	
39	Administration	7	General Fund (Expenditure)	Transfer Out	Approve General Fund Operating Transfers Out as presented in the FY23 Recommended Budget Book		General Fund support of other Funds; Amounts will increase/decrease per Council Motions	\$ 10,395,758	\$ 10,395,758	\$ 10,395,758	
40	Administration	7,24,25	General Fund (Expenditure)	County Departments	Approve General Fund New Positions and Reclassifications requests by Departments as presented in the FY Recommended Budget Book		<ul style="list-style-type: none"> <li>• 13 New positions totaling fiscal impact \$872,126</li> <li>• 3 Reclassification of current positions \$27,951 (already accounted in the department budget)</li> </ul>	\$ 872,126	\$ 872,126	\$ 872,126	
41	Administration	26	Other Funds - Expenditure (Special Revenue and Enterprise)	County Departments	Approve Other Fund New Positions requests by Departments as presented in the FY Recommended Budget Book		<ul style="list-style-type: none"> <li>• 19 New positions totaling fiscal impact \$735,719</li> </ul>	\$ 735,719	\$ 735,719	\$ 735,719	
42	Administration	28 to 30	General Fund (Expenditure)	Discretionary Grant	Approve total of \$200,000 in discretionary grant committee recommendations		This is the total value of all committee recommendations.	\$ 200,000	\$ 200,000	\$ 200,000	
43	Mackey	28 to 30	General Fund (Expenditure)	Discretionary Grant	Approve additional \$300,000 in discretionary grant committee recommendations	Yes	<ul style="list-style-type: none"> <li>• Use of fund balance <a href="#">will be increased</a> due to this motion.</li> <li>• The Discretionary Grant Committee receives \$200,000 in the FY23 Budget and the committee has made funding recommendations based on the applications received. This motion would provide an additional \$300,000 for the committee to distribute in FY23.</li> </ul>	\$ 300,000	\$ 300,000	\$ 300,000	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
44	Mackey	28	General Fund (Expenditure)	Contractual & Statutory Grant	Approve funding the Central Midlands COG for FY23	Yes	<ul style="list-style-type: none"> <li>This will <b>NOT</b> increase the use of fund balance</li> <li>These organizations have historically been listed under Grants- Lump Sum Appropriations. Listing under this category heading is misrepresentative of how the organizations are funded; County Council is required to fund these organizations.</li> </ul>	\$ 200,826	\$ 200,826	\$ 200,826	
45	Mackey	28	General Fund (Expenditure)	Contractual & Statutory Grant	Approve funding the City Center Partnership for FY23	Yes	This will <b>NOT</b> increase the use of fund balance	\$ 47,500	\$ 47,500	\$ 47,500	
46	Mackey	29	General Fund (Expenditure)	Contractual & Statutory Grant	Approve funding the LRADAC for FY23	Yes	This will <b>NOT</b> increase the use of fund balance	\$ 600,000	\$ 600,000	\$ 600,000	
47	Mackey	28 to 30	General Fund (Expenditure)	Lump Sum Agencies	Provide priority consideration for remaining Lump Sum Appropriations agencies (that have requested funds) via ARPA funds (Community Grants and Public Private Partnerships) and/or additional Discretionary Grant funds.	Yes	Having agencies apply for funding via ARPA or Discretionary Grants creates accountability and transparency, and ensures that all organizations are going through the same process to be considered for funds. Organizations that have requested funds for FY23 will be given priority consideration during the applications review process for ARPA and Discretionary Grants.	N/A	Passed	N/A	
48	English, O. Walker	30	General Fund (Expenditure)	Lump Sum Agencies	Approve funding of \$20,000 to the Therapy Place towards its operating expenditure in FY23	Yes	Use of fund balance <b>will be increased</b> due to this motion.	\$ 20,000	\$ 20,000	\$20,000	
49	English, McBride	28	General Fund (Expenditure)	Lump Sum Agencies	Approve funding of \$81,000 to the Communities in Schools towards their program expenditure in FY23	Yes	<ul style="list-style-type: none"> <li>Use of fund balance <b>will be increased</b> due to this motion.</li> <li>Communities in Schools works with all children within the schools they serve and capture those children who seeming fall through the cracks, but need services. Many of these children do not have mental health diagnoses, but have issues which hinder their development and educational process.</li> </ul>	\$ 81,000	\$ 81,000	\$81,000	
50	English, Pugh	11	General Fund (Expenditure)	Council Services	Approve increasing the amount of each Councilmember District's discretionary operating expenditure from \$10,000 to its previous amount of \$15,000	Yes	<ul style="list-style-type: none"> <li>Use of fund balance <b>will be increased</b> due to this motion.</li> <li>Total increase of \$55,000</li> <li>Funds from previous Councils were at \$18,000.00. They were then reduced several times (\$18,000.00, to \$15,000.00 to \$12,000.00.</li> </ul>	\$ 55,000	Failed	Withdraw	
51	Levingston	11	General Fund (Expenditure)	Council Services	Approve each Councilmember District's discretionary operating expenditure to its FY22 level of \$10,000	Yes	This will <b>NOT</b> increase use of fund balance	\$ 110,000	\$110,000	\$110,000	
52	McBride	28	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the Antioch Senior Center for FY23	Yes	<ul style="list-style-type: none"> <li>As previously funded in FY22.</li> <li>Use of fund balance <b>will be increased</b> due to this motion.</li> </ul>	\$ 40,000	\$ 40,000	\$ 40,000	
53	McBride	29	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the Greenview Swim Team for FY23	Yes	<ul style="list-style-type: none"> <li>As previously funded in FY22.</li> <li>Use of fund balance <b>will be increased</b> due to this motion.</li> </ul>	\$ 20,000	\$ 20,000	\$ 20,000	
54	McBride	30	General Fund (Expenditure)	Lump Sum Agencies	Approve funding the St. John CDC for FY23	Yes	<ul style="list-style-type: none"> <li>As previously funded in FY22.</li> <li>Use of fund balance <b>will be increased</b> due to this motion.</li> </ul>	\$ 75,000	\$ 75,000	\$ 75,000	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
55	McBride	30	General Fund (Expenditure)	Lump Sum Agencies	Approve to increase the Wiley Kennedy Foundation to \$75,000 in FY23 (increase of \$15k)	Yes	<ul style="list-style-type: none"> <li>To expand and improve the juvenile delinquency prevention.</li> <li>Use of fund balance <u>will be increased</u> due to this motion.</li> </ul>	\$ 75,000	\$ 75,000	\$ 75,000	
56	English, J. Walker, Pugh	N/A	ARPA	County Departments (Public Safety)	Appropriate a contingency of up to \$3,000,000 of American Rescue Plan Funds for potential Public Safety initiatives. These funds would be a transfer to the General Fund on a reimbursement basis.	Yes	This will <u>NOT</u> increase use of fund balance as it will be funded from ARPA funds.	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
57	Mackey, Pugh	28 to 30	ARPA	Lump Sum Agencies	<p>Move to fund the following organizations (listed in Lump Sum Appropriations) via ARPA funds up to \$1,150,000</p> <ul style="list-style-type: none"> <li>Capital Senior Center \$180,000</li> <li>Columbia Urban League \$100,000</li> <li>Senior Resources \$548,046</li> <li>Transitions Homeless Center \$100,000</li> <li>Greater Columbia Community Relations \$95,250</li> <li>Palmetto AIDS Life Support \$90,000</li> </ul>	Yes	<ul style="list-style-type: none"> <li>This will <u>NOT</u> increase use of fund balance as it will be funded from ARPA funds.</li> <li>Palmetto AIDS Life Support's increase in FY23 due to SC HIV Aids Council closing (last year - \$70,000).</li> <li>In an effort to move towards more accountability and transparency, the Lump Sum Appropriations category of the County Budget should be eliminated and replaced with a process that allows all organizations to request funds via the same process. The County currently has several different categories for organizations to request and receive funds: Discretionary Grants, Hospitality, Accommodations, Neighborhood Improvement and ARPA funds. Each of these categories requires an application process.</li> </ul>	\$ 1,113,296	\$ 1,113,296	\$ 1,113,296	
<b>4: SPECIAL REVENUE FUNDS</b>											
58	Administration	55 to 63	Special Revenue	Economic Development	Appropriate funding to approve Economic Development Budget			\$ 3,527,095	\$ 3,527,095	\$ 3,527,095	
59	Administration	55 to 63	Special Revenue	Emergency Telephone System	Appropriate funding to approve Emergency Telephone System Budget			\$ 6,405,101	\$ 6,405,101	\$ 6,405,101	
60	Administration	55 to 63	Special Revenue	Fire Services	Appropriate funding to approve Fire Services Budget			\$ 31,067,584	\$ 31,067,584	\$ 31,067,584	
61	Administration	55 to 63	Special Revenue	Hospitality Tax	Appropriate funding to approve Hospitality Tax Budget			\$ 8,986,312	\$ 8,986,312	\$ 8,986,312	
62	Administration	55 to 63	Special Revenue	Accommodations Tax	Appropriate funding to approve Accommodations Tax Budget			\$ 425,000	\$ 425,000	\$ 425,000	
63	Administration	55 to 63	Special Revenue	Transportation Tax	Appropriate funding to approve Transportation Tax Budget			\$ 80,000,000	\$ 80,000,000	\$ 80,000,000	
64	Administration	55 to 63	Special Revenue	Neighborhood Redevelopment	Appropriate funding to approve Neighborhood Redevelopment Budget			\$ 909,330	\$ 909,330	\$ 909,330	
65	Administration	55 to 63	Special Revenue	Public Defender	Appropriate funding to approve Public Defender Budget			\$ 5,426,423	\$ 5,426,423	\$ 5,426,423	
66	Administration	55 to 63	Special Revenue	Title IVD - Sheriff's Fund	Appropriate funding to approve Title IVD - Sheriff's Fund Budget			\$ 55,563	\$ 55,563	\$ 55,563	
67	Administration	55 to 63	Special Revenue	School Resource Officers	Appropriate funding to approve School Resource Officers Budget			\$ 6,957,345	\$ 6,957,345	\$ 6,957,345	
68	Administration	55 to 63	Special Revenue	Victim's Assistance	Appropriate funding to approve Victim's Assistance Budget			\$ 1,276,505	\$ 1,276,505	\$ 1,276,505	
69	Administration	55 to 63	Special Revenue	Tourism Development	Appropriate funding to approve Tourism Development Budget			\$ 1,253,120	\$ 1,253,120	\$ 1,253,120	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY23 Second Reading Amt.	FY23 Second Reading Action	FY23 Third Reading Amount	FY23 Third Reading Action
70	Administration	55 to 63	Special Revenue	Temporary Alcohol Permits	Appropriate funding to approve Temporary Alcohol Budget			\$ 172,168	\$ 172,168	\$ 172,168	
71	Administration	55 to 63	Special Revenue	Stormwater Management	Appropriate funding to approve Stormwater Management Budget			\$ 3,732,147	\$ 3,732,147	\$ 3,732,147	
72	Administration	55 to 63	Special Revenue	Conservation Commission	Appropriate funding to approve Conservation Commission Budget			\$ 1,139,178	\$ 1,139,178	\$ 1,139,178	
73	Administration	55 to 63	Special Revenue	Road Maintenance	Appropriate funding to approve Road Maintenance Budget			\$ 8,193,572	\$ 8,193,572	\$ 8,193,572	
74	Administration	28, 57, 60, 64	Special Revenue	Stormwater Management	Approve funding the Congaree River Keeper for FY23		This expenditure is already budgeted in the Stormwater Services.	\$ 20,000	\$ 20,000	\$ 20,000	
75	Administration	30, 57, 59, 64	Special Revenue	Temporary Alcohol Permits	Approve funding the River Alliance for FY23		This expenditure is already budgeted in the Temporary Alcohol Permits.	\$ 53,000	\$ 53,000	\$ 53,000	
<b>5: DEBT SERVICE</b>											
76	Administration	73 & 74	Debt Service	General Obligation Debt Service	Appropriate funding to fund debt service			\$ 20,208,361	\$ 20,208,361	\$ 20,208,361	
77	Administration	73 & 74	Debt Service	Fire Bonds Debt Service	Appropriate funding to fund debt service			\$ 545,600	\$ 545,600	\$ 545,600	
78	Administration	73 & 74	Debt Service	Hospitality Refund 2013A B/S (Special Assessment)	Appropriate funding to fund debt service			\$ 1,487,750	\$ 1,487,750	\$ 1,487,750	
79	Administration	73 & 74	Debt Service	RC IP Bonds 2019	Appropriate funding to fund debt service			\$ 1,604,144	\$ 1,604,144	\$ 1,604,144	
80	Administration	73 & 74	Debt Service	School District I Debt Service	Appropriate funding to fund debt service			\$ 61,071,918	\$ 61,071,918	\$ 61,071,918	
81	Administration	73 & 74	Debt Service	School District II Debt Service	Appropriate funding to fund debt service			\$ 64,215,424	\$ 64,215,424	\$ 64,215,424	
82	Administration	73 & 74	Debt Service	Recreation Commission	Appropriate funding to fund debt service			\$ 3,769,189	\$ 3,769,189	\$ 3,769,189	
83	Administration	73 & 74	Debt Service	Riverbanks Zoo & Garden	Appropriate funding to fund debt service			\$ 2,556,463	\$ 2,556,463	\$ 2,556,463	
84	Administration	73 & 74	Debt Service	East Richland Public Service Dist. (Sewer)	Appropriate funding to fund debt service			\$ 1,438,561	\$ 1,438,561	\$ 1,438,561	
85	Administration	73 & 74	Debt Service	Transportation Bonds	Appropriate funding to fund debt service			\$ 14,433,250	\$ 14,433,250	\$ 14,433,250	
<b>6: ENTERPRISE</b>											
86	Administration	67	Enterprise	Solid Waste Enterprise Fund	Approve Proposed Increase in the FY23 Rate Schedule as presented by the Department in the Council Budget Work Session on May 5, 2022		New rate schedule is projected to generate additional \$3,012,909 revenue which will balance out Department's projected FY23 total expenditure of \$41,542,159	N/A	Passed	N/A	
87	Administration	67 to 71	Enterprise	Solid Waste Enterprise Fund	Appropriate funding to approve Solid Waste Budget			\$ 41,542,159	\$ 41,542,159	\$ 41,542,159	
88	Administration	29, 69, 71	Enterprise	Solid Waste Enterprise Fund	Approve funding the Keep the Midlands Beautiful for FY23		This expenditure is already budgeted in the Solid Waste Collection	\$ 42,900	\$ 42,900	\$ 42,900	
89	Administration	67 to 71	Enterprise	Richland County Utilities	Appropriate funding to approve Richland County Utilities Budget			\$ 13,820,000	\$ 13,820,000	\$ 13,820,000	
90	Administration	67 to 71	Enterprise	Hamilton-Owens Airport Operating	Appropriate funding to approve Airport Budget		Includes Transfer In from the GF: \$270,846	\$ 581,724	\$ 581,724	\$ 581,724	

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures

**Notes:**

First Reading: May 3, 2022

Second Reading:

Third Reading:

Public Hearing: May 17, 2022





**Informational Agenda Briefing**

<b>Prepared by:</b>	Aric A Jensen, AICP	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	May 18, 2022	<b>Meeting Date:</b>	May 3, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures		

**SUMMARY**

At its May 03, 2022 Regular Session meeting, Council held first reading of the proposed Land Development Code adoption ordinance and directed staff to add language clarifying that the process involves both zone map amendments and related land development code (LDC) text amendments. The successful Council motion also clarified that the intent is to not hire a consultant and perform wholesale changes to the adopted-but-not-enacted 2021 Land Development Code text, but to review and consider text changes as they are identified during the zone map process.

**QUESTION REGARDING DATES**

A question was also asked regarding the dates that were being stricken and replaced with open-ended review times. Very briefly, the "Jul 6, 2022" date that was in multiple places was originally proposed as the transition date for land development applications from the 2005 code to the 2021 code, and was placed in the Ordinance to establish on the record when land development applications would start being subject to the 2021 LDC. All instances of this date have been stricken.

The "May 2, 2022" date previously appeared in a single place in reference to the effective date of the Adopting Ordinance, and not the 2021 LDC or the zone map. This was replaced with clearer language stating that it would go into effect upon adoption.

The "December 01, 2021" date that appeared in a single location was the deadline for requesting a zone map change using the 2005 LDC zone map classifications. That date was selected because it was slightly more than six months before "July 6, 2022," when it was believed that the 2021 LDC would go into effect. Given holiday dates and other time restrictions, this was deemed sufficient time for staff, the Planning Commission, and Council to review potential rezone applications under the forthcoming 2021 LDC. This date has been stricken.

Lastly, the "November 16, 2021" date is when the 2021 text was adopted but not enacted. One instance of this date remains in the ordinance text as that is the date when the "Interim Procedures" went into effect. These procedures govern what happens when a land use application is made during the time between the adoption of the 2021 LDC and the date that it goes into effect (when the zone map and any related text changes are adopted.) Per Council direction, the interim procedures in the proposed

ordinance now state that the 2005 LDC and related zone map are to remain in full effect during the interim period.

**ATTACHMENTS:**

1. Updated Ordinance Draft

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

AN ORDINANCE AMENDING Ordinance # 05-53.5-21 Amending THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT Amending the effective dates of its provision and clarification of interim procedures.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development, is hereby amended by the deletion of the language contained therein and the substitution of the following:

**Exhibit “A” - Richland County Land Development Code Rewrite**

SECTION II. Interim Procedures.

- (a) *Notice.* Within ninety (90) days of the adoption of this ordinance, the county shall mail written notice to all real property owners of record in the unincorporated areas of the county, informing them that a new land development code has been adopted and that a map amendment ordinance is proposed, both of which will become effective upon the adoption of the map amendment ordinance, and that the uses of their property could be affected by the adoption of these ordinances. In addition, the notice will provide contact information for those persons who desire additional information and/or have questions.
- (b) *Zone Map Preparation Process.* Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to prepare a zone map amendment and any related land development code text amendments as set forth in SCCode Section 6 Chapter 29 et seq, and applicable provisions of Richland County Code.
- (c) *Staff Reports.* The Planning Commission or its professional staff shall at a minimum provide monthly written reports to County Council on the progress of the proposed land development code text and zone map amendments. The reports shall include, but not be limited to, the number of inquiries the department has received concerning the land development code. Monthly reports shall continue until the effective date of this ordinance and the zone map and land development code text amendments.
- (d) *Compliance.* Prior to the adoption of the anticipated zone map amendment and related text amendments ordinance, any application for building permit, subdivision, or any other applicable land use action shall be evaluated and processed in accordance with the existing Richland County Code of Ordinances, Chapter 26, Land Development, and not the revised regulations contemplated herein.
- (e) *Effective Date.* All standards and regulations of the new land development code, which is incorporated herein, must be complied with beginning on the effective date of the anticipated map amendment adopting ordinance. .

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

SECTION V. Effective Date. The provisions of Section II. (Interim Procedures) of this ordinance shall be effective from and after **November 16, 2021** until such time that an amended zone map and any related text amendments are adopted. All other provisions of this ordinance shall become effective upon adoption

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 17, 2022  
First Reading: May 03, 2022  
Second Reading: TBD  
Third Reading: TBD

# Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto

**Notes:**

First Reading: May 17, 2022

Second Reading: June 7, 2022 {Tentative}

Third Reading:

Public Hearing:

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN  
PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER MATTERS  
RELATED HERETO.**

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 acquire real property by purchase;

WHEREAS, to further the economic development of the County, the County has identified and desires to acquire certain land and improvements thereon (“Real Property”), if any, in the County as more particularly identified in the purchase agreement attached hereto Exhibit A (“Agreement”);

WHEREAS, the County desires to enter into the Agreement with the seller of the Real Property, to set forth the terms and conditions of the purchase of the Real Property by the County.

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

**Section 1. Findings.** County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Purchase of Real Property.** County Council approves the purchase of the Real Property by the County 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 purchase of the Real Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be 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.

**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. 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 6. Effectiveness.** This Ordinance is effective after third reading and a public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council

(SEAL)  
ATTEST:

---

Clerk to County Council

READINGS:

First Reading: May 17, 2022  
Second Reading: June 7, 2022  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF PURCHASE AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (the “*Agreement*”) is made and entered into as of the \_\_\_ day of May, 2022 (“*Effective Date*”), by and between **SHARPE PROPERTIES, LLC** (“*Seller*”) and **RICHLAND COUNTY, SOUTH CAROLINA** (“*Buyer*”).

**WITNESSETH:**

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below).

2. Property. The property subject to this Agreement consists of that certain parcel bearing Richland County Tax Map Parcel **R1500-03-05 (approximately 11.790 acres)**, together with all improvements, plants, shrubs and trees located thereon, and together with all rights, easements and appurtenances thereunto belonging (collectively, the “*Property*”). The parties acknowledge and agree that the acreage of the Property is subject to being reduced by virtue of the Pending Condemnation as defined in Section 12(a)(iii) below.

3. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “**Purchase Price**”, shall be **One Million Six Hundred Fifty Thousand and no/100 Dollars (\$1,650,000.00)**. The Purchase Price shall be paid by Buyer to Seller as follows:

(a) Earnest money in the sum of Fifty Thousand and no/100ths (\$50,000.00) Dollars (“*Earnest Money*”) delivered to an escrow agent selected by Buyer (the “*Escrow Agent*”).

(b) The remaining balance of the Purchase Price, after crediting the Earnest Money, and subject to the pro-rations and adjustments hereinafter described, shall be paid by Buyer to Seller by wire delivery of funds to an account designated in writing by Seller.

4. Closing. Provided that Buyer has not terminated this Agreement prior to the end of the Inspection Period, the closing of the purchase and sale of the Property (“*Closing*”) will be held at a location to be determined by the Buyer on any date (“*Closing Date*”) which is on or before that date which is sixty (60) days following expiration of the Inspection Period, at Buyer’s option. Buyer shall give Seller written notice of the Closing Date at least five (5) days in advance thereof.

5. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the “*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be responsible for any rollback taxes. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any

difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

6. Title.

(a) Seller covenants to convey to Buyer at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) all matters of record, provided the same do not render the Property unmarketable; (iii) all matters which would be revealed by a current survey of the Property; and (iv) easements for the installation or maintenance of public utilities serving only the Property (collectively, "**Permitted Exceptions**").

(b) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which render Seller's title less than fee simple marketable title (each a "**Title Objection**"). Seller shall have until ten (10) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Buyer's initial notice of Title Objections, but shall have no obligation to do so. If Seller fails to satisfy any Title Objection, then, at the option of Buyer, Buyer may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its commercially reasonable efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Buyer's title insurer.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall not be unreasonably withheld, conditioned, or delayed.

7. Survey.

(a) Buyer may, prior to the end of the Inspection Period, obtain, at Buyer's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Seller at Closing shall be based upon Seller's record title; provided, however, at Buyer's option, Seller shall execute and deliver at Closing a quitclaim deed using a legal description based upon the Survey. Such Survey shall be delivered to Seller's attorney at least fifteen (15) days prior to Closing.

(b) Buyer may, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (1) above.

8. Investigation of the Property.

(a) Buyer shall have until the day which is **ninety (90)** days following the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire except those which expressly survive termination of this Agreement, and this Agreement shall become null and void.

(b) At any time prior to the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property.

If Buyer terminates this Agreement prior to the end of the Inspection Period, then any and all inspection and reports obtained by Buyer in investigation of the Property (the "**Buyer Due Diligence Materials**") will be delivered to the Seller, at no expense, within thirty days of Buyer's termination of this Agreement. Seller will not be required to return the Earnest Money until all Buyer Due Diligence Materials have been delivered to the Seller. All Buyer Due Diligence Materials will be delivered without representation or warranty of any type from Buyer.

(c) On or before the date five (5) business days after the Effective Date, Seller shall deliver to Buyer, if not previously delivered, or make available to Buyer for examination or copying by Buyer, at the address for Buyer set forth below Buyer's execution of this Agreement, the following

documents and information with respect to the Property: (i) all surveys, plans, specifications, engineering and mechanical data relating to the Property, including such items as soils reports and environmental audits, which are in Seller's possession or which Seller can obtain with reasonable effort; (ii) all real property and other ad valorem tax bills and utility bills regarding the Property for the two-year period preceding the effective date; (iii) a copy of any policy of title insurance issued in favor of Seller, together with legible copies of all instruments referenced therein; and (iv) a copy of any commercial appraisal of the Property that Seller has in its possession.

(d) Buyer hereby agrees to defend, indemnify, hold harmless, and reimburse Seller for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Buyer's title insurer, with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Buyer's title insurer as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) a Certificate of Tax Compliance from the South Carolina Department of Revenue or a transferor affidavit confirming that the Property constitutes less than a majority of the assets of Seller, and (vi) evidence in form and substance reasonably satisfactory to Buyer that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Buyer shall deliver to Seller the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

10. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay the commission of Colliers International of South Carolina Inc. ("**Buyer's Broker**"), its attorney fees, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property pursuant to Section 6(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Seller's deed to Buyer.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

11. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.



12. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

(i) That, on the Closing Date, Seller shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(iii) Except for the pending Blythewood Road widening condemnation action described on Schedule A (the "***Pending Condemnation***"), there are no actions, suits or proceedings pending or threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Seller's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound.

(v) That to the best of Seller's knowledge, information, and belief without independent inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Seller has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Seller's knowledge, information and belief without independent inquiry, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) That to the best of Seller's knowledge, information and belief without independent inquiry, Seller has not received notice of any violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property.

(ix) Intentionally deleted.

(x) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge of any such violations. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(b) Seller agrees to reimburse Buyer for any and all claims actually paid or losses actually incurred as a result of any of the foregoing representations or warranties being untrue. The obligations of the Seller contained in the immediately preceding sentence shall survive the consummation of the purchase and sale of the Property for a period of twelve (12) months after the Closing Date.

(c) The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

(d) AS-IS CONDITION OF PROPERTY/NO ADDITIONAL REPRESENTATIONS. Buyer acknowledges and agrees that the Property is being sold "AS IS, WHERE IS." Other than as set forth in (i) Section 12(a) above and (ii) the limited warranty of title to be included in Seller's deed (collectively, the "Seller's Warranties"), **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO (I) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY USE OR USES BUYER MAY INTEND TO CONDUCT; (IV) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (VI) ACCESS TO AND FROM THE PROPERTY; OR (VII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.** Buyer acknowledges that Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties. The provisions of this Section shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

### 13. Remedies

(a) Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default, the Earnest Money shall be retained by Seller as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, then Buyer shall be

entitled to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer for all verified actually incurred inspection costs and expenses incurred in connection with the Property not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder except those which expressly survive termination, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Seller in violation of its obligations under this Agreement, Buyer shall be entitled to recover its actual damages in lieu of specific performance.

14. Condemnation. Other than in connection with the Pending Condemnation, in the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking other than the Pending Condemnation. Seller shall notify Buyer of any eminent domain proceedings other than the Pending Condemnation within five (5) days after Seller learns thereof. For the avoidance of doubt, Buyer acknowledges and agrees that Seller shall be entitled to all of the proceeds derived from the Pending Condemnation, and that the Pending Condemnation shall not alter or affect the Purchase Price.

15. Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed, *provided however*, Seller shall provide consent in any circumstance where restrictive covenant is recorded against the Property prohibiting any use of the Property for the retail sale of petroleum products.

16. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

17. Brokers. Buyer warrants and represents to the Seller that Buyer shall be responsible for all brokerage commissions or fees payable to Buyer's Broker. Seller represents and warrants that it has not utilized the services of any broker in connection with this Agreement. Each party shall and does hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 17 shall expressly survive the Closing or any termination of this Agreement. Both Buyer and Seller acknowledge receiving, reading and understanding the South Carolina Real Estate Commission Agency Disclosure Form.

18. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of one (1) year.

19. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

20. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

24. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Seller: Sharpe Properties, LLC  
Post Office Box 123  
Blythewood, South Carolina 29016  
4118 U.S. Highway 21 South  
Ridgeway, South Carolina 29130  
Attn: Larry Sharpe  
Phone: (803) 754.3319

With a copy to: Graybill, Lansche & Vinzani, LLC  
2721 Devine Street  
Columbia, South Carolina 29205  
Attn.: William O. Higgins, Esquire  
Phone: (803) 404.5712

Buyer: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: (803) 803.576.2054

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Attn: Todd Haynie, Esquire  
Phone (803) 255.8000

25. 1031 Exchange. Seller may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer shall cooperate in effecting Seller's exchange. Seller will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all

other expenses and risks necessary to accomplish the exchange. Seller's exchange shall be accomplished through a qualified intermediary, exchange agent or similar third party. Seller's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

26. Escrow Agent. The Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Section 26. The duties of the Escrow Agent shall be as follows:

(a) During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

(b) The Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of the Seller and the Buyer if this Agreement shall be terminated by the mutual written agreement of Seller and Buyer. However, if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute shall develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then Escrow Agent shall send written notice to both Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Buyer, then the Escrow Agent shall pay the Earnest Money into any court of competent jurisdiction and interplead Seller and Buyer in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

(c) If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between the Seller and Buyer arising out of the holding of the Earnest Money in escrow, Seller and Buyer shall each pay the Escrow Agent one-half of such reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as Escrow Agent.

(d) Buyer and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct and; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement.

(e) Escrow Agent shall not be liable for loss or damage resulting from (i) any default, error, action or omission of any party, other than Escrow Agent; (ii) any defect in the title to any property; (iii) the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing; (iv) Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court; (v) any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.

(f) Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file to resolve any dispute as to the Earnest Money. Such costs, expenses or attorney's fees may be deducted from the Earnest Money.

(g) If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by Escrow Agent in responding to such action, hearing or process shall be paid

by, and the party/parties whose alleged acts are the basis for such proceedings, shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

27. Buyer's Grant of Right of First Option/First Refusal to Seller.

(a) If the Closing is completed such that title to the Property is conveyed from Seller to Buyer, Buyer and Seller shall execute and deliver at Closing a separate written agreement pursuant to which Buyer will grant Seller a right of first option/first refusal (the "**Right of First Option/First Refusal**") with respect to any portion of the Property and any adjacent property owned or acquired by Buyer located on Blythewood Road (the "**Affected Property**") that Buyer elects to sell or otherwise dispose of for commercial purposes within ten (10) years after Closing.

(b) The substantive terms and conditions of the Right of First Option/First Refusal shall be substantially as follows:

If Buyer decides to sell or otherwise dispose of any portion of the Affected Property or receives a bona fide third-party offer to purchase any portion of the Affected Property which Buyer intends to accept, Buyer shall first give Seller written notice of Buyer's intent to sell or otherwise dispose of or accept such bona fide third-party offer and shall include the terms of such offer. Upon receipt of such notice from Buyer, Seller shall have the first right to purchase the applicable portion of the Affected Property and may exercise such right by giving Buyer written notice thereof within ten (10) business days after Seller's receipt of notice from Buyer.

(i) If the Right of First Option is exercised due to Buyer's decision to sell or otherwise dispose of a portion of the Affected Property, then Seller's notice of exercise shall include a proposed purchase price, which purchase price Buyer shall accept or reject within fifteen (15) business days by way of written notice to Seller. If Buyer rejects Seller's proposed purchase price, then the parties agree to negotiate promptly and in good faith to determine a mutually agreeable purchase price within thirty (30) days. If the parties are unable to so agree after such good-faith negotiations, Buyer shall be entitled to seek third-party offers, any of which shall be subject to Subsection 27(b)(ii) below.

(ii) If the Right of First Refusal is exercised due to Buyer's receipt of a bona fide third-party offer (the "**Offer**") to purchase a portion of the Affected Property, then Seller's notice of exercise shall include a proposed purchase price equal to the purchase price set forth in the terms of the Offer, and Seller shall promptly thereafter (but in no event later than five (5) additional business days) present Buyer with an executed Purchase Agreement setting forth the terms and conditions of the closing of the transaction, including, but not limited to, the purchase price and the closing date, all of which shall be consistent with the terms of the Offer.

(c) Seller shall have the right to record a memorandum of the Right of First Option/First Refusal in the Office of the Register of Deeds for Richland County, South Carolina.

(d) Notwithstanding the foregoing, the Right of First Option/First Refusal shall not apply to the extent the Affected Property is included within a sale to an end user who will engage in industrial, manufacturing or warehouse operations.

*Signature page to follow.*



The parties hereto have executed this Agreement as of the Effective Date.

**BUYER:**

**Richland County, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**Sharpe Properties, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**  
**PENDING CONDEMNATION**

See attached Condemnation Notice and Tender of Payment.

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
)
Road/Route: **Blythewood Rd (S-59)** )  
**Widening** )  
Project: **P030152** )  
Tract: **22** )  
)
County of Richland, )  
)
Condemnor, )  
)
v. )  
)
Sharpe Properties, LLC, )  
)
Landowner, )  
and )  
)
First Citizens Bank and Trust Company, Inc.)  
)
Other Condemnee. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2022-CP-40-\_\_\_\_\_

**CONDEMNATION NOTICE  
AND TENDER OF PAYMENT**

TO: THE LANDOWNER, SHARPE PROPERTIES, LLC, AND OTHER CONDEMNEE  
FIRST CITIZENS BANK AND TRUST COMPANY, INC.:

Pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-10, *et seq.*, you are hereby notified as follows:

1. The County of Richland, Condemnor, is a public corporate and political subdivision of the State of South Carolina, and seeks to acquire the real property described herein for public purposes.
2. Sharpe Properties, LLC (hereinafter "Landowner") is the named Landowner in this action by virtue of that certain property conveyed to Landowner by that certain Title of Real Estate of Ginn-La University Club, Ltd., LLLP, dated June 3, 2009, and recorded August 27, 2009 in Book 1551, Page 3494 in the Office of the Register of Deeds for Richland County, South Carolina.
3. First Citizens Bank and Trust Company, Inc. is named as an Other Condemnee in this action by virtue of that certain Mortgage of Real Estate between Sharpe Properties, LLC and First

Citizens Banks and Trust Company, Inc., dated September 15, 2009, said mortgage being recorded on September 29, 2009 in Book 1558, Page 2857, and revised and re-recorded on May 11, 2010 in Book 1604, Page 3865 in the Office of the Register of Deeds for Richland County, South Carolina, and by virtue of any other such lien or claim that First Citizens Bank and Trust Company, Inc. may have with respect to this property.

4. The description of the real property which is the subject of this action is as follows:

All that parcel or strip of land, in fee simple, containing 1.847 of an acre/ (80,448 square feet), more or less, and all improvements thereon, if any, owned by Sharpe Properties, LLC shown as the area "total obtain" on Exhibits A & B, attached hereto and made a part hereof, on the left and right, of the S-59 (Blythewood Road) relocated survey centerline between approximate survey stations 165+75 and 166+16.81; also herein condemned is all that property located within the Roundabout, on the left and right of the Roundabout survey centerline between approximate survey stations 12+40 and 14+40; also on the right, of the Road S-2885 (Community Road) relocated centerline between approximate survey stations 10+16 and 13+75; also on the right, of the (Locklier Road) relocated survey centerline between approximate survey stations 9+40 and 11+80 and on the left and right, of the (Locklier Road) relocated survey centerline between approximate survey stations 11+80 and 16+84.06.

Tax Map Number R15100-03-05

5. The County of Richland is vested with the power of eminent domain pursuant to S.C. Code Ann. § 4-9-30.

6. The real property sought herein is to be acquired for public purposes, more particularly for the construction of certain widening improvements to Blythewood Road in Richland County, South Carolina, as part of the Richland County Transportation Penny Program.

7. This action is brought pursuant to S.C. Code Ann. § 28-2-240.

8. The County of Richland has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(A) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

9. Project plans may be inspected at the Richland County Transportation Penny Department office located at 2000 Hampton Street, Columbia, SC 29204.

10. **THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$257,500.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER.**

11. Payment of this amount will be made to the Landowner if within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment, and agrees to execute any instrument necessary to convey to the Condemnor the property interests and rights described hereinabove. The request and agreement must be sent first class certified mail with return receipt requested or delivered in person to the Condemnor at the following address:

Willoughby & Hoefler, P.A.  
*Attorneys for County of Richland*  
930 Richland Street  
P.O. Box 8416  
Columbia, SC 29202

If no request and agreement is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

12. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner and Other Condemnee notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

13. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

14. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner has a right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner written notice by mail of the call of the case for trial.

15. THEREFORE, IF THE TENDER IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

SIGNATURE PAGE FOLLOWS



Respectfully submitted,



Mitchell Willoughby, Esquire (SC Bar #6161)  
Andrew J. D'Antoni, Esquire (SC Bar # 100919)  
Andrew R. Hand, Esquire (SC Bar #101633)

**WILLOUGHBY & HOEFER, P.A.**

930 Richland Street (29201)

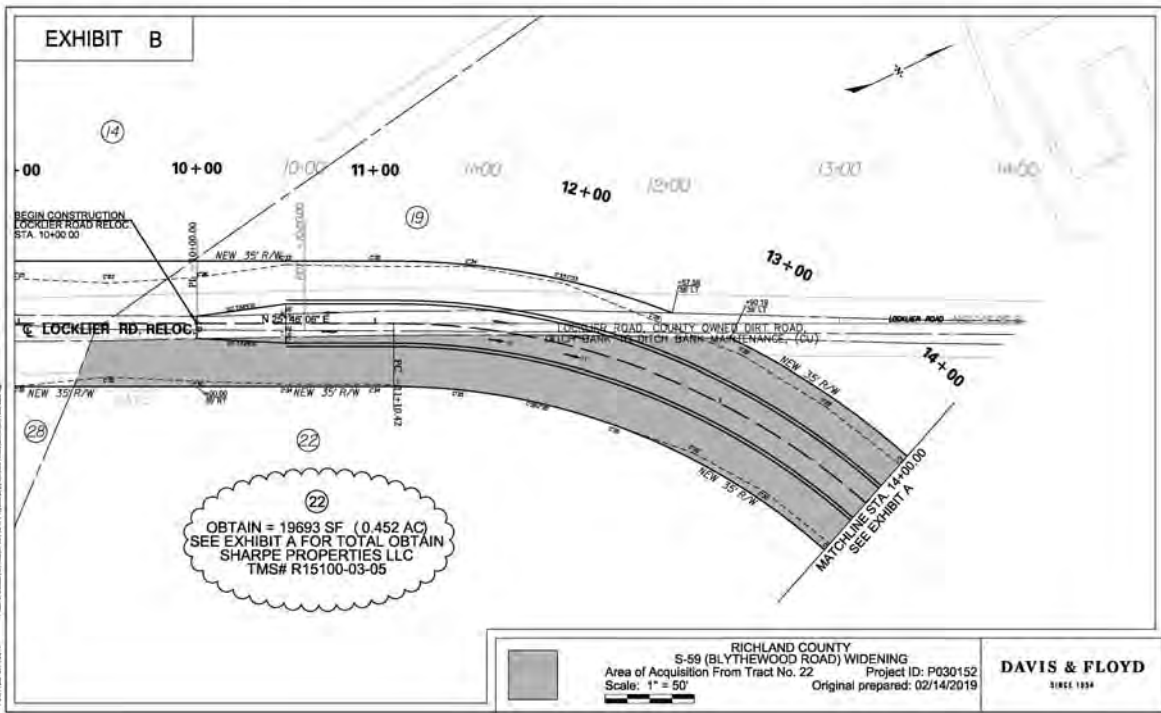
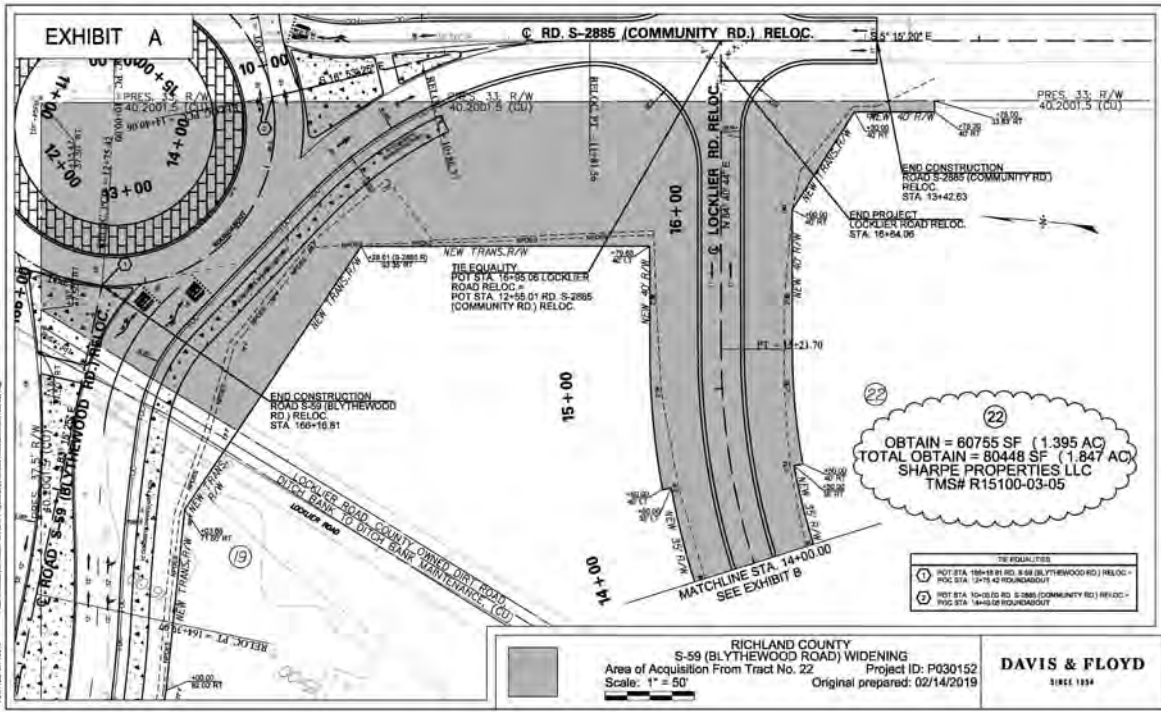
Post Office Box 8416

Columbia, SC 29202-8416

(803) 252-3300

*Attorneys for County of Richland*

April 11, 2022  
Columbia, South Carolina



## Richland County Council Request for Action

**Subject:**

East Richland County Public Service District - Whitehouse Road 404 Hatchery and Genetic Management Plan Project

**Notes:**

May 24, 2022 – The A&F Committee recommended Council to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District’s wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events.



**Agenda Briefing**

<b>Prepared by:</b>	Ed Schooler	<b>Title:</b>	Deputy Director
<b>Entity:</b>	East Richland County Public Service District	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	March 7, 2022	<b>Meeting Date:</b>	April 26, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 5, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	April 7, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 5, 2022
<b>Utilities Review</b>	Bill Davis via email	<b>Date:</b>	April 5, 2022
<b>Public Works Review</b>	Michael Maloney via email	<b>Date:</b>	April 5, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Whitehouse Road 404 HMPG Project 4241-F#14-S#277		

**RECOMMENDED/REQUESTED ACTION:**

It is requested to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District's wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events.

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 type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This project is divided into two (2) phases. Phase One is the preliminary engineering phase with Richland County delivering technical and environmental documents to FEMA through the State of South Carolina Emergency Management Division for review and approval. Upon approval of the Phase One documents, Phase Two activities may be implemented. Phase Two activities include the final engineering and construction of the project. The cost analysis for the FEMA-approved project is as follows:

	Total Project Cost	Federal Share	Local Share
Phase One	\$ 141,760.00	\$ 106,320.00	\$ 35,440.00
Phase Two	\$ 696,384.00	\$ 522,288.00	\$ 174,096.00
Total	\$ 838,144.00	\$ 628,608.00	\$ 209,536.00

The East Richland County Public Service District and Richland County will be responsible for the Local Share of the updated project costs. It is the District's hope that the County would see the benefit of this project for the residents of the County in the District's service area as we would be able to maintain sewer service during flooded conditions at the treatment plant. Based on the District's estimates, the District provides sewer service to approximately 20% of the population in Richland County. As such, the District hopes that the County would consider participating in the local share of up to 50%.

With regard to the source of the money for the local share, the District understands that operating budgets are tight, but it is the District's hope that an amount of money within the County's Capital Improvements Program for Roads and Drainage could be directed to this project. The bulk of the local share (Phase 2) would not need to be available for approximately a year after the project commences (Phase 1).

Per the Richland County Director Public Works Director, DPW did not previously review this as a County funded project. Additionally, the estimate appears low for the large fill planned to build the road above flood plain. All DPW capital projects are on hold at this time, and special projects like this are not a part of the plan. DPW has not commenced its dirt road paving plan which is the closest type of project to this project. This project, however, deviates from the routine given the high level of fill and anticipated costs.

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

None.

**REGULATORY COMPLIANCE:**

It is anticipated that permitting would be required from the US Army Corps of Engineers and the Richland County Public Works Department.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

**STRATEGIC & GENERATIVE DISCUSSION:**

The East Richland County Public Service District requests that approximately 1,200 feet of Whitehouse Road from Bluff Road to the entrance of the District's Gills Creek WWTP be elevated to the FEMA 500-year base flood elevation and paved in order for the roadway to be passable during the next heavy rain event. The Gill's Creek WWTP is already constructed above this elevation to be operable during flooding conditions.

It is expected that an average depth of eight (8) feet of fill for the length of the roadway to be raised and approximately ten (10) 36-inch drainage culverts to prevent the damming off of flood waters will be required. A consulting engineering firm will be hired for the engineering services. Phase One engineering services will include preliminary engineering, surveying, hydraulic analysis and geotechnical analysis. Prescribed Technical and Environmental documents will be required for the Phase One deliverables to FEMA through SC EMD for review and approval. Upon approval of the Phase One deliverables, Phase Two activities will commence. Phase Two engineering services will include final engineering, permitting and bidding for construction of the roadway. During construction, the consultant will provide Project Management and Resident Inspection services.

The raising and paving of this section of Whitehouse Road will allow the operators and trucks to have access to the Gills Creek WWTP during flooding conditions to continue the treatment and disposal of raw wastewater generated by approximately 20,000 customers of the East Richland County Public Service District and 88,000 residents of Richland County in the East Richland County Public Service District service area.

If this section of Whitehouse Road is not raised and paved, the operators will have access to the treatment plant by boat, which is possible but not safe due to power lines paralleling the roadway, but trucks will not have access. Trucks needed for the operation and maintenance of the treatment plant include fuel trucks for the emergency generators, container trucks for the removal of dewatered sludge, lime slurry trucks for the adjustment of the wastewater alkalinity (treatment) and miscellaneous trucks for parts and service of mechanical components. Therefore, the operation and maintenance of the treatment plant and corresponding treatment and disposal of raw wastewater would be on a very limited basis with resulting discharge of raw wastewater to the Congaree River.

The only alternative to using Whitehouse Road from Bluff Road to access the treatment plant from the east is to go the "back way" using South Beltline Blvd. from Bluff Road, then Simmon Tree Lane, then Metro Lane, and then Whitehouse Road to access the treatment plant from the west. However, Simmon Tree Lane is also subject to flooding and is a State Road which would require more extensive improvements to provide safe access during flooding conditions.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Utilities Director Bill Davis has expressed his strong support for the road improvement project. Per Director Davis, the need to have all weather access to the Waste Water Treatment Plant (WWTP) is critical. When there is a flood, the current situation does not provide adequate access to the ERCPSD WWTP, limiting treatment capacity in many ways (i.e. cannot bring service vehicles in, cannot deliver chemicals/fuel, personnel are limited to boat access to the facility). When the treatment of wastewater is limited, the public and the environment are at risk. As the technical manager and a FEMA Contractor following the 2015 flood, Mr. Davis saw firsthand that both the Metro WWTP and the ERCPSD WWTP were inaccessible from either direction on Whitehouse Road or from Simmon Tree Lane.

#### **ATTACHMENTS:**

1. [Click or tap here to enter text.](#)





**Agenda Briefing Addendum**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	Click or tap here to enter text.
<b>Contributor:</b>	Michael Maloney	<b>Title:</b>	Director, Public Works
<b>Contributor:</b>	Stacey Hamm	<b>Title:</b>	Director, Finance
<b>Date Prepared:</b>	May 18, 2022	<b>Meeting Date:</b>	April 26, 2022
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
<b>Committee:</b>	Administration & Finance		
<b>Agenda Item:</b>	4f. East Richland County Public Service District - Whitehouse Road 404 Hatchery and Genetic Management Plan (HMGP) Project		

**COUNCIL INQUIRY #1:**

What millage does East Richland County Public Service District (ERCPSD) receive? How much funding is generated by this millage?

*Reply:*

Currently, ERCPSD receives 4 mil for properties within their service district; the taxes collected are used to make bond payments by the County Treasurer. The amount reported is \$1,438,560.00. No funds are given to ERCPSD.

**COUNCIL INQUIRY#2:**

What percentage of East Richland Public Service District’s customer base consists of Richland County residents?

*Reply:*

100% are in Richland County. Based on staff review of the service area, more than 50% of the customers are in unincorporated Richland County. The service area includes parts of unincorporated Richland County, Forest Acres, Arcadia Lakes, and the City of Columbia. The north side of the service area is bounded by Farrow Road. The east side bounded by Brickyard Road and Sparkleberry Road. The south side bounded by Percival Road. The west side merges into Forest Acres. ERCPSD’s Wastewater Treatment plant is located in unincorporated Richland County. The percentage of customers based on the total number of people in Richland County is about 15.56% (69,246 total population served over total Richland County population of 444,933)

**COUNCIL INQUIRY#3:**

How many total customers does East Richland Public Service District serve?

*Reply:*

ERCPSD serves a population of 69,246.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

*Staff was directed to discuss the alternative of Richland County funding 20% of the local share for the project.*

The Department of Public Works has reviewed the amounts and recommends 20% funding. This equates to \$40,000 +/-; this investment reduces dirt road maintenance over the life cycle of the pavement. This life cycle should meet 20 years. After seven to ten years, the asphalt will require preservation. This being a County maintained road, it is our understanding that the County will be responsible for pavement maintenance, but for the portion of Whitehouse Road to be paved, this will cease the more frequent dirt road maintenance operation.

**ATTACHMENTS:**

1. Cental Midlands Council of Governments (CMCOG) – Demographic Information



# Demographic and Income Profile

Richland  
Area: 771.71 square miles

Prepared by Esri

Summary	Census 2010	2021	2026
Population	384,504	422,924	444,933
Households	145,194	160,739	169,461
Families	89,357	96,565	101,128
Average Household Size	2.43	2.45	2.45
Owner Occupied Housing Units	89,023	94,262	100,368
Renter Occupied Housing Units	56,171	66,477	69,093
Median Age	32.7	34.9	35.4
Trends: 2021-2026 Annual Rate	Area	State	National
Population	1.02%	1.26%	0.71%
Households	1.06%	1.30%	0.71%
Families	0.93%	1.19%	0.64%
Owner HHs	1.26%	1.47%	0.91%
Median Household Income	2.09%	1.86%	2.41%

Households by Income	2021		2026	
	Number	Percent	Number	Percent
<\$15,000	20,937	13.0%	19,422	11.5%
\$15,000 - \$24,999	15,641	9.7%	14,355	8.5%
\$25,000 - \$34,999	14,801	9.2%	13,960	8.2%
\$35,000 - \$49,999	23,658	14.7%	23,875	14.1%
\$50,000 - \$74,999	26,401	16.4%	27,866	16.4%
\$75,000 - \$99,999	19,351	12.0%	21,503	12.7%
\$100,000 - \$149,999	20,700	12.9%	24,513	14.5%
\$150,000 - \$199,999	10,939	6.8%	14,068	8.3%
\$200,000+	8,291	5.2%	9,887	5.8%
Median Household Income	\$53,657		\$59,506	
Average Household Income	\$76,877		\$86,301	
Per Capita Income	\$29,867		\$33,487	

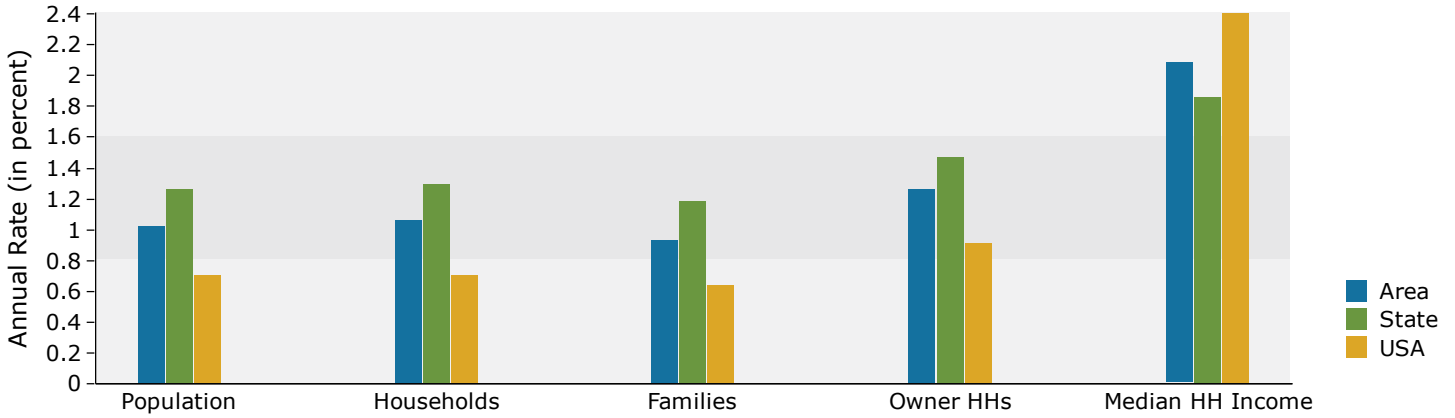
Population by Age	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	24,463	6.4%	24,054	5.7%	25,556	5.7%
5 - 9	24,038	6.3%	24,126	5.7%	24,852	5.6%
10 - 14	23,746	6.2%	24,398	5.8%	25,138	5.6%
15 - 19	33,358	8.7%	32,488	7.7%	33,388	7.5%
20 - 24	40,822	10.6%	42,038	9.9%	43,044	9.7%
25 - 34	57,978	15.1%	64,811	15.3%	67,961	15.3%
35 - 44	49,845	13.0%	54,242	12.8%	58,058	13.0%
45 - 54	51,568	13.4%	47,569	11.2%	48,989	11.0%
55 - 64	41,145	10.7%	49,514	11.7%	47,496	10.7%
65 - 74	21,097	5.5%	37,076	8.8%	41,102	9.2%
75 - 84	11,782	3.1%	16,393	3.9%	22,369	5.0%
85+	4,662	1.2%	6,215	1.5%	6,980	1.6%

Race and Ethnicity	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
White Alone	181,974	47.3%	186,955	44.2%	190,493	42.8%
Black Alone	176,538	45.9%	200,870	47.5%	213,316	47.9%
American Indian Alone	1,230	0.3%	1,279	0.3%	1,326	0.3%
Asian Alone	8,548	2.2%	12,470	2.9%	14,777	3.3%
Pacific Islander Alone	425	0.1%	515	0.1%	574	0.1%
Some Other Race Alone	7,358	1.9%	8,930	2.1%	10,181	2.3%
Two or More Races	8,431	2.2%	11,905	2.8%	14,266	3.2%
Hispanic Origin (Any Race)	18,637	4.8%	23,012	5.4%	26,524	6.0%

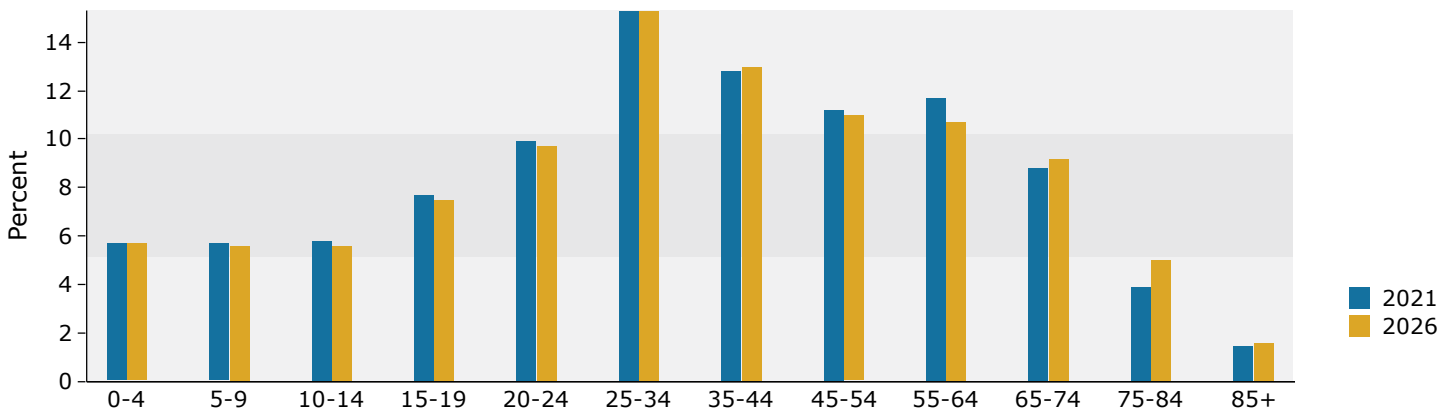
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

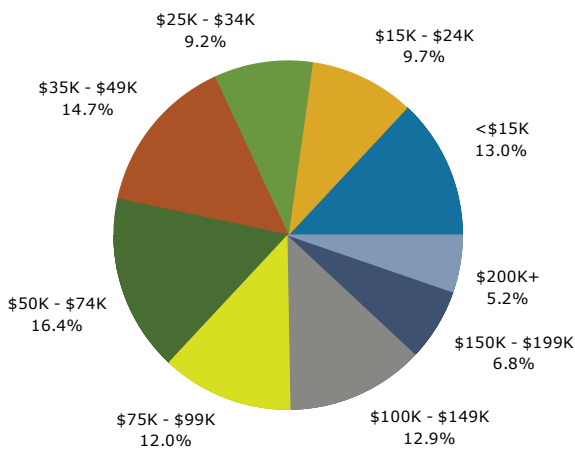
## Trends 2021-2026



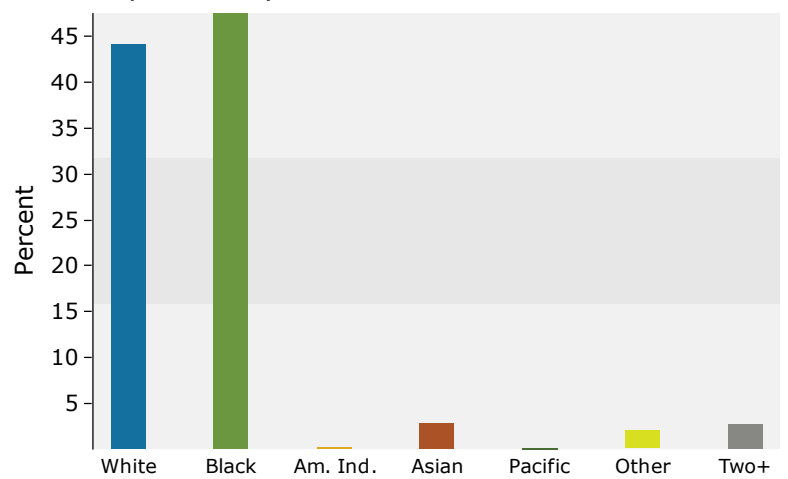
## Population by Age



## 2021 Household Income



## 2021 Population by Race



2021 Percent Hispanic Origin: 5.4%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.



# Demographic and Income Profile

0  
Area: 31.37 square miles

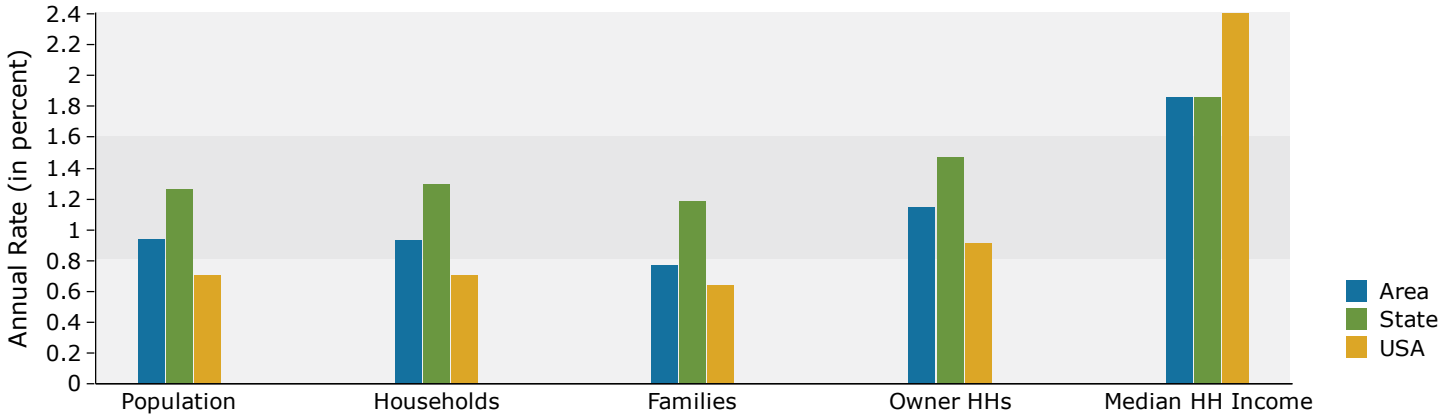
Prepared by Esri

<b>Summary</b>	<b>Census 2010</b>		<b>2021</b>		<b>2026</b>	
Population	60,269		66,089		69,246	
Households	25,366		27,687		28,996	
Families	15,833		16,753		17,407	
Average Household Size	2.35		2.37		2.37	
Owner Occupied Housing Units	14,780		15,268		16,164	
Renter Occupied Housing Units	10,586		12,419		12,832	
Median Age	37.4		39.1		39.6	
<b>Trends: 2021-2026 Annual Rate</b>	<b>Area</b>		<b>State</b>		<b>National</b>	
Population	0.94%		1.26%		0.71%	
Households	0.93%		1.30%		0.71%	
Families	0.77%		1.19%		0.64%	
Owner HHs	1.15%		1.47%		0.91%	
Median Household Income	1.86%		1.86%		2.41%	
<b>Households by Income</b>			<b>2021</b>		<b>2026</b>	
			Number	Percent	Number	Percent
<\$15,000			2,763	10.0%	2,509	8.7%
\$15,000 - \$24,999			2,955	10.7%	2,610	9.0%
\$25,000 - \$34,999			2,663	9.6%	2,519	8.7%
\$35,000 - \$49,999			4,293	15.5%	4,439	15.3%
\$50,000 - \$74,999			4,690	16.9%	4,976	17.2%
\$75,000 - \$99,999			3,212	11.6%	3,535	12.2%
\$100,000 - \$149,999			3,442	12.4%	4,033	13.9%
\$150,000 - \$199,999			1,836	6.6%	2,246	7.7%
\$200,000+			1,834	6.6%	2,129	7.3%
Median Household Income			\$54,590		\$59,847	
Average Household Income			\$82,052		\$91,355	
Per Capita Income			\$34,351		\$38,226	
<b>Population by Age</b>	<b>Census 2010</b>		<b>2021</b>		<b>2026</b>	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,033	6.7%	3,908	5.9%	4,087	5.9%
5 - 9	3,824	6.3%	3,926	5.9%	4,074	5.9%
10 - 14	3,834	6.4%	4,019	6.1%	4,052	5.9%
15 - 19	3,704	6.1%	3,795	5.7%	3,999	5.8%
20 - 24	3,989	6.6%	4,339	6.6%	4,635	6.7%
25 - 34	8,954	14.9%	9,267	14.0%	9,663	14.0%
35 - 44	7,436	12.3%	8,798	13.3%	9,003	13.0%
45 - 54	8,297	13.8%	7,327	11.1%	7,942	11.5%
55 - 64	7,530	12.5%	8,006	12.1%	7,528	10.9%
65 - 74	4,369	7.2%	7,181	10.9%	7,591	11.0%
75 - 84	3,003	5.0%	3,766	5.7%	4,803	6.9%
85+	1,298	2.2%	1,755	2.7%	1,869	2.7%
<b>Race and Ethnicity</b>	<b>Census 2010</b>		<b>2021</b>		<b>2026</b>	
	Number	Percent	Number	Percent	Number	Percent
White Alone	27,875	46.3%	28,054	42.5%	28,334	40.9%
Black Alone	26,081	43.3%	29,808	45.1%	31,430	45.4%
American Indian Alone	239	0.4%	237	0.4%	237	0.3%
Asian Alone	1,995	3.3%	2,823	4.3%	3,304	4.8%
Pacific Islander Alone	80	0.1%	92	0.1%	100	0.1%
Some Other Race Alone	2,460	4.1%	2,976	4.5%	3,359	4.9%
Two or More Races	1,538	2.6%	2,097	3.2%	2,482	3.6%
Hispanic Origin (Any Race)	5,007	8.3%	6,063	9.2%	6,891	10.0%

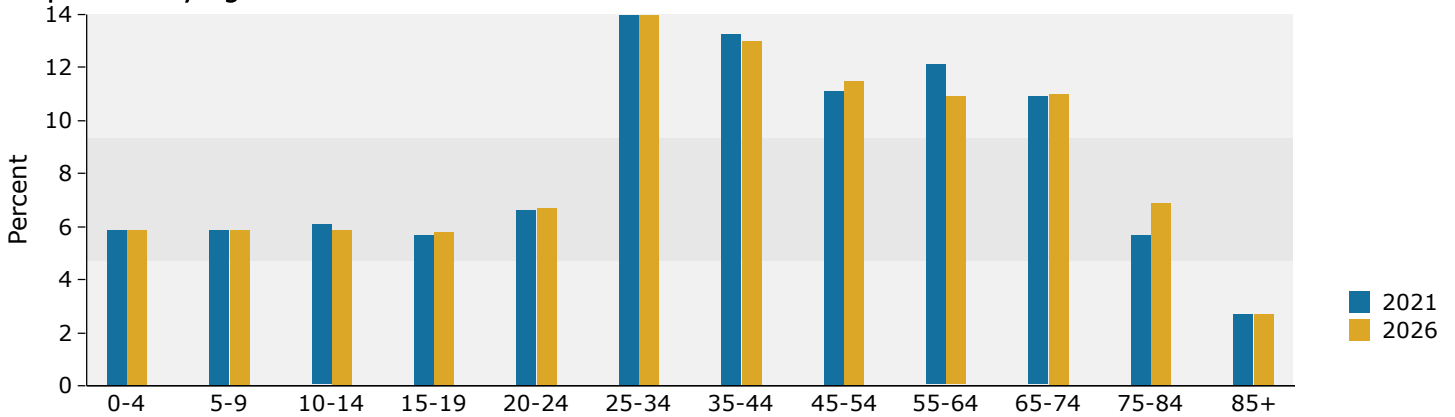
**Data Note:** Income is expressed in current dollars.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

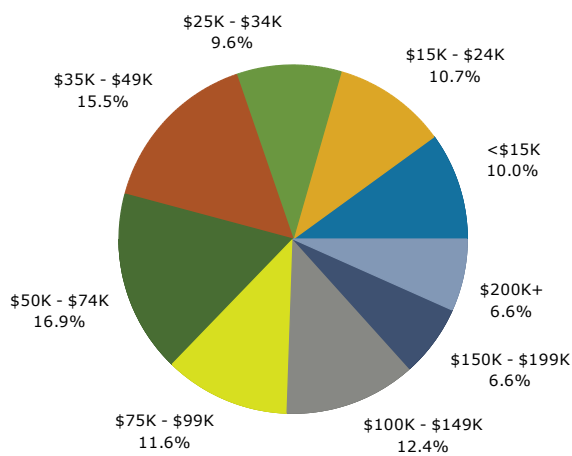
## Trends 2021-2026



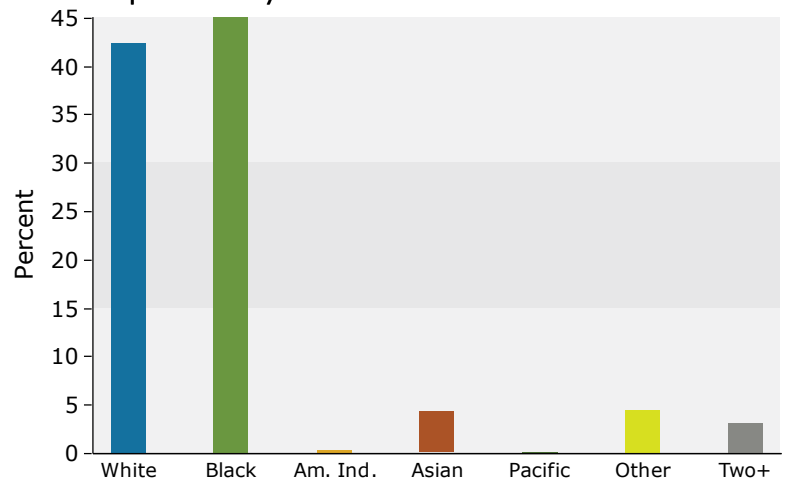
## Population by Age



## 2021 Household Income



## 2021 Population by Race



2021 Percent Hispanic Origin: 9.2%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.



SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT GREENS; 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 Greens, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to develop real property provided by the County, as agricultural property and establishing a new facility for packing and distributing grown “farm” products in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$9,885,742 in taxable real and personal property and the retention of ten (10) full-time jobs and creation of approximately sixty (60) 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: June 7, 2022

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 by and between Richland County, South Carolina and Project Greens to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; 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 GREENS TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE ADMINISTRATION OF GRANTS, APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY; 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 Greens, (“Sponsor”), desires to establish a new agricultural facility for packing and distributing grown “farm” products in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,885,742 and the retention of ten (10) jobs and creation of sixty (60) 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 (i) 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 (a) 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; (b) locating the Project in the Park; and (c) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and (b) a Purchase Agreement, the substantially final form of which is attached as Exhibit B, pursuant to which the County will transfer approximately 93.17 acres of land (wetlands/drylands) to the Sponsor for the Project;

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 retained, 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. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds.

**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: June 7, 2022  
Second Reading:  
Public Hearing:  
Third Reading:



**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

---

---

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**PROJECT GREENS**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

---

**TABLE OF CONTENTS**

---

	Page
Recitals.....	[1]
 <b>ARTICLE I</b> <b>DEFINITIONS</b>  	
Section 1.1 Terms.....	[1]
 <b>ARTICLE II</b> <b>REPRESENTATIONS AND WARRANTIES</b>  	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[4]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[5]
 <b>ARTICLE III</b> <b>THE PROJECT</b>  	
Section 3.1 The Project.....	[6]
Section 3.2 Leased Property.....	[6]
Section 3.3 Filings and Reports.....	[6]
 <b>ARTICLE IV</b> <b>FILOT PAYMENTS</b>  	
Section 4.1 FILOT Payments.....	[6]
Section 4.2 FILOT Payments on Replacement Property.....	[7]
Section 4.3 Removal of Components of the Project.....	[7]
Section 4.4 Damage or Destruction of Economic Development Property.....	[7]
Section 4.5 Condemnation.....	[8]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[8]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[8]
Section 4.8 Place of FILOT Payments.....	[8]
 <b>[ARTICLE V</b> <b>ADDITIONAL INCENTIVES]</b>  	
[Section 5.1 Infrastructure Credits].....	[9]
[Section 5.2 Other Incentives].....	[9]
 <b>ARTICLE VI</b> <b>CLAW BACK</b>  	
Section 6.1 Claw Back.....	[9]

ARTICLE VII  
DEFAULT

Section 7.1 Events of Default .....[9]  
Section 7.2 Remedies on Default .....[10]  
Section 7.3 Reimbursement of Legal Fees and Other Expenses .....[10]  
Section 7.4 Remedies Not Exclusive .....[10]

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect .....[10]  
Section 8.2 Confidentiality .....[10]  
Section 8.3 Indemnification Covenants .....[11]  
Section 8.4 No Liability of County’s Personnel .....[11]  
Section 8.5 Limitation of Liability .....[12]  
Section 8.6 Assignment .....[12]  
Section 8.7 No Double Payment; Future Changes in Legislation .....[12]  
Section 8.8 Administration Expenses .....[12]

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates .....[12]  
Section 9.2 Primary Responsibility .....[13]

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices .....[13]  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor .....[13]  
Section 10.3 Counterparts .....[14]  
Section 10.4 Governing Law .....[14]  
Section 10.5 Headings .....[14]  
Section 10.6 Amendments .....[14]  
Section 10.7 Agreement to Sign Other Documents .....[14]  
Section 10.8 Interpretation; Invalidity; Change in Laws .....[14]  
Section 10.9 Force Majeure .....[14]  
Section 10.10 Termination; Termination by Sponsor .....[15]  
Section 10.11 Entire Agreement .....[15]  
Section 10.12 Waiver .....[15]  
Section 10.13 Business Day .....[15]  
Section 10.14 Agreement’s Construction .....[15]

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**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.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	Project Greens	
<b>Project Location</b>	Approx. 93.17 Acres of Land at the Pineview Industrial Park more particularly identified in EXHIBIT A	
<b>Tax Map No.</b>	Portion of R16100-02-002 and R16100-02-07	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 Years	Article I; Definitions
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$9,885,742	Article I; Definitions
<ul style="list-style-type: none"> <li>• [Contract Minimum Jobs Requirement]</li> </ul>	Maintain current employment of 10 jobs and creation of 60 net new full-time jobs over five (5) years.	Article I; Definitions
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 Years	Article I; Definitions
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Article IV; Section 4.1 (a)(ii)
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	475.1	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>		
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	60% Special Source Revenue Credit (“SSRC”)	Article V, Section 5.1
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	7 years.	Article V, Section 5.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Failure to achieve Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result on a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
<b>Other Information</b>		

## 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 [DATE], 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 GREENS, 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 developing real property provided by the County, described in Exhibit A, as agricultural property and establishing a new agricultural facility (“*Facility*”) for packing and distributing grown “farm” products throughout the County and State consisting of taxable investment in real and personal property of not less than \$9,885,742, maintaining its current employment of 10 full-time jobs and creating 60 net new full-time jobs over five (5) years.

(d) By an ordinance enacted on \_\_\_\_\_ 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 relocate and 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 the initial 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, 2022.

**"Contract Minimum Investment Requirement"** means a taxable investment in real and personal property at the Project of not less than Nine Million Eight Hundred Eighty-Five Thousand Seven Hundred Forty-Two (\$9,885,742) Dollars.

**"Contract Minimum Jobs Requirement"** means maintaining not less than 10 full-time jobs currently maintained by the Sponsor in the County in connection with the Project and creating 60 net new full-time jobs over five (5) years.

**"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, as may be supplemented or amended.

“**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 of this Fee Agreement.

“**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, 2058, 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, 2027.

“**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 [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER 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 29<sup>th</sup> 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 Greens] 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 June 7, 2022 by adopting an Inducement Resolution, as defined in the Acton June 7, 2022.

(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 an Agricultural Business 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, 2022. 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 January 31, 2023, 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 , 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 (6.0%), multiplied by
- (iii) A fixed millage rate equal to 475.1, 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, 2022.

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 of this Fee Agreement.

**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 of this Fee Agreement, 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 such 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 any Indemnified Party 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.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**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 \$7000. 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):**

Brent M. Takach, Esq.  
Thomas Law Firm, LLC  
3007 Millwood Avenue  
Columbia, South Carolina 29205

**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, including specifically the obligations arising under Section 8.3 of this Fee Agreement, 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 GREENS]**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**SEE PROPOSED PLAT DATED APRIL 26, 2022**

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "Project Greens, LLC" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book \_\_\_\_\_ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

**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**

The Company is entitled to an Infrastructure Credit for a period of seven (7) years commencing after the first phase of the Project is placed in service, anticipated to be in 2022, in the amount of sixty percent (60%) of the Company's FILOT payment with respect to the Project. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set for in S.C. Code § 4-29-68(A)(2)) made by the Company.

**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 \$9,000,000 had been invested at the Project and 45 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 45/50 = 75%*

*Investment Achievement Percentage = \$9,000,000/\$9,885,742=91.04%*

*Overall Achievement Percentage = (75% + 91.04%)/2 = 83.02%*

*Claw Back Percentage = 100% - 83.02% = 16.98%*

*Repayment Amount = \$1,000,000 x 16.98% = \$169,800*

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 B**  
**FORM OF PURCHASE AGREEMENT**

**PURCHASE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) made this \_\_\_\_ day of April, 2022, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereafter referred to as “Seller”) and **PROJECT GREENS** a limited liability company operating in the State of South Carolina (hereafter referred to as “Buyer”).

WITNESSETH: For and in consideration of the sum of One Hundred and 00/100 (\$100.00) (“Purchase Price”) and the terms and conditions referenced herein, the Seller agrees to sell and Buyer agrees to purchase the following property:

**WITNESSETH:  
RECITALS**

**A.** Seller owns and agrees to Sell to Buyer the following: (i) the land as described in Exhibit “A” attached hereto, consisting of **93.17 ACRES OF PINEVIEW INDUSTRIAL PARK. SAID PROPERTY IS MORE PARTICULARLY DESCRIBED AND IDENTIFIED IN A PROPOSED SURVEY DRAFTED BY GLENN ASSOCIATES SURVEYING, INC. DATED APRIL 26, 2022 WHICH IS ATTACHED AND INCORPORATED HEREIN BY REFERENCE.**

(hereafter referred to as “Property”)

**B.** Seller desires to sell and Purchaser desires to acquire the Property on the terms and provisions set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Agreement of Purchase and Sale.** Seller hereby agrees to sell and convey, and Purchaser agrees to purchase on such terms and conditions as are hereinafter set forth, all of the Property:

**1.1 The Purchase Price.** The purchase price (the “Purchase Price”) for the Property is One Hundred and 00/100 (\$100.00).

**Section 2. Inspection Period.**

**2.1** The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and form the

SELLER:\_\_\_\_\_

PURCHASER:\_\_\_\_\_

period following the Effective Date up until the Closing, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have the full and complete access to the Property, and shall be entitled to enter upon the Property to make any surveying, architectural, engineering, structural, mechanical, topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measures as Buyer deems necessary or advisable so long as Buyer's Inspection does not adversely change the physical characteristics of the Property, unless otherwise agreed to in writing. Buyer agrees to indemnify and hold Seller harmless from an against any and all claims, reasonable costs, expenses actually incurred and liabilities to the extent caused by Buyer's efforts in undertaking the investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Inspections shall be repaired to a substantially similar condition that existed prior to the "Effective Date" in the event Buyer fails to close or terminates this Agreement. Within Five (5) days of the Effective Date, Seller shall provide Buyer with copies of all reports pertaining to the Property in Seller's possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have relating to the Property.

Buyer shall have ninety (90) days after the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer's intended use of the Property (such period being herein referred to as the "Inspection Period"). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have further rights or obligations hereunder.

To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

**2.2** On or before the expiration of the Inspection Period where this Property may not be used for its intended purpose or cannot be certified for its intended purpose, termination must be noticed by Purchaser to Seller in writing. Purchaser will have the right in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Purchaser timely exercises its right to terminate this Agreement pursuant to this Section 2.2, except for obligations that this Agreement expressly states survive termination, neither party shall have any further rights against the other hereunder except that Seller shall return the Earnest Money to Purchaser. Notwithstanding anything to the contrary set forth in this Agreement, In the event Purchaser fails to terminate this Agreement within the Inspection Period as provided above, the Earnest Money shall be delivered to the Seller and shall not be refunded

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

to Purchaser unless Seller defaults under this Agreement, except that the Earnest Money shall be a credit towards the Purchase Price in the event the Closing occurs.

**Section 3. Title.**

Purchaser, at Purchaser's cost, shall conduct a search of the title on the Property for any encumbrances that may exist. Prior to the end of the Inspection Period, Purchaser shall notify Seller in writing of any objections Purchaser has to any matters shown or referred to in the title search; provided, however that Purchaser shall have no obligation to object to defects relating to: (A) mortgages, mechanics' liens, or judgments against Seller (collectively, "Lien Defects"); or (B) parties in possession of any portion of the Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the Property. Seller has no obligation to cure any title objections. Any matters appearing of record or that would be revealed by a current survey of the Property to which Purchaser does not object to in the Purchaser's Title Notice shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). If Seller, in its sole discretion, does not cure the objections within the time specified in this paragraph or if Seller chooses not to cure the objections, Purchaser may either elect to waive such objections and proceed to Closing or Purchaser may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money Deposit shall be returned to Purchaser, and this Agreement shall be of no further force and effect (except those provisions that expressly survive termination); if Purchaser does not deliver such termination notice prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived all of its title objections. Notwithstanding anything to the contrary set forth in this Agreement, assuming Seller satisfies all mortgage and money liens against the Property on or before Closing and fully performs under this Agreement to include signing normal closing documents and lien waivers, the provisions of this Section 3 related to Purchaser's right to terminate this Agreement shall expire at the end of the Inspection Period.

**Section 4. Closing Date.**

The sale and purchase of the Property shall be consummated at a closing (the "Closing") where Seller and Purchaser are not required to physically attend provided all documentation is properly executed prior to Closing date. The Closing shall occur on the date (the "Closing Date") that is agreeable to both parties but in no event shall Closing occur after \_\_\_\_\_ 2022.

**Section 5. Representations, Warranties and Covenants.**

**5.1** Seller hereby represents, warrants and covenants for the sole, exclusive and limited benefit of Purchaser as of the Effective Date and as of the Closing as follows:

**5.1.1** Seller has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

5.1.2 Seller shall keep the Property in its present state up to the Closing.

5.2 Purchaser hereby warrants and represents for the sole, exclusive and limited benefit of Seller as of the Effective Date and as of the Closing, as follows:

5.2.1 Purchaser is a duly organized, validly existing entity and in good standing under the laws of the State of South Carolina and is entitled to and has all requisite power and authority to own and operate its assets as they are presently owned and operated, to enter into this Agreement and to carry out the transactions contemplated hereby.

5.2.2 This Purchase has been approved by Corporate Resolution of Purchaser (Exhibit B).

5.3 The representations and warranties set forth in Sections 5.1 and 5.2 hereof shall survive the Closing to the fullest extent permitted under law.

**Section 6. Conditions Precedent to Close.** The obligations of the parties hereto consummate the transactions contemplated herein shall be expressly subject to the fulfillment of the following conditions ("Conditions"):

Seller agrees to hold Purchaser harmless from against any claim, demand, liability or expense of every nature and kind which are unrelated to the physical condition of the Property. Purchaser, agrees to hold Seller harmless from against any claim, demand, liability or expense of every nature and kind related to the Property for all matters which arose after Closing and for which such claim, demand, liability or expense arose during Purchaser's ownership of the Property. AS-IS Language: Purchaser specifically acknowledges and agrees that (i) Purchaser has, or will have before the Closing, conducted such proper due diligence as is related to the use of the Property; (ii) Seller is selling and Purchaser is purchasing the Property on an "**AS IS WITH ALL FAULTS**" basis, and (iii) Purchaser is not relying on any representations or warranties or guarantees of any kind whatsoever, express or implied, from Seller, its employees, directors, officers, agents, consultants, contractors, subcontractors or brokers as to any matters concerning the Property. The provisions of this paragraph shall survive Closing.

Pro-rated Taxes: Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at closing be responsible for other closing costs. However, Buyer and Seller agree that the fair market value of the Property is \$3,000 per acre for wetland and \$25,000 per dry land acre for purposes of transfer taxes and taxation and/or Fee-in-Lieu-of-Taxes.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**Section 7. Closing Documents.**

**7.1** At the Closing, Seller shall deliver good and marketable title to the Property, in the same or substantially the same condition as the Property was on the Effective Date, as to which delivery at Closing shall be coordinated with Purchaser:

**7.1.1** a limited warranty deed executed by Seller and acknowledged by a notary public and in proper statutory form for recording conveying good and marketable and insurable title to the Property to Purchasers.

**7.1.2** any commercially reasonable affidavits or documents required by Buyer or Buyer's title insurance company including but not limited to: (1) Owner's Affidavit that there are no parties now in the use or possession or control of the Property; (2) Transferor Affidavit; (3) A South Carolina nonresident withholding affidavit; (4) Certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

**7.1.3** a closing disclosure form or settlement statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Disclosure Statement") executed by Seller;

**7.1.4** such authorization documentation of each party comprising Seller and such other instruments and documents executed by Seller and any such other instruments and documents as customarily required for South Carolina Real Estate Closings;

**7.2** At the Closing, Purchaser shall deliver the following documents in addition to payment of the balance of the Purchase Price as stated herein:

**7.2.1** evidence reasonably satisfactory to Seller of Purchaser's authority to execute and deliver this Agreement and the documents to be delivered by it pursuant thereto;

**7.2.2** the Closing Disclosure Statement or settlement statement executed by Purchaser;

**7.2.3** such other instruments or documents which shall be necessary in connection with the transaction herein contemplated and which do not impose, create, or potentially create any liability or expense upon Purchaser not expressly required under this Agreement; and

**7.2.4** the Purchase Price as stated herein and as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by Purchaser at Closing.

**Section 8. Brokerage.** Seller and Purchaser mutually represent and warrant to each other that there are no brokers involved in this transaction and there will be no brokerage charges indicated on the Closing Disclosure.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_



**Section 9. Notices.** All notices or other communications hereunder to either party shall be (i) in writing and shall be deemed to be given on the earlier to occur of (a) actual receipt or (b) the third business day after deposit of both the original and copy as provided below in a regularly maintained receptacle for the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as provided hereinafter, and (ii) addressed:

**To Seller:**

**Richland County, South Carolina  
Attn. Richland County Economic Development Center  
1201 Main Street, Suite 910  
Columbia, South Carolina 29201**

**With a copy to:**

**Parker Poe Adams & Bernstein, LLP  
Attn. Todd Haynie  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201**

**To Purchaser:**

**Project Greens  
Attn. \_\_\_\_\_**

**With a copy to:**

**Thomas Law Firm, LLC  
Attn. Brent Takach  
3007 Millwood Avenue  
Columbia, South Carolina 29205**

Notices may also be given by overnight courier service, in which event, the notice shall be deemed delivered on the next business day. Notices may also be given by electronic mail, in which event, the notice shall be deemed delivered upon confirmation of delivery of said notice, provided a copy of such notice is deposited the same date with any nationally recognized airborne/overnight delivery service.

**Section 10. Closing Costs.** Seller and Purchaser agree to pay closing costs as follows:

**10.1** Purchaser will pay (i) the fees and disbursements of Purchaser's counsel; and (ii) any inspection fees if Purchaser chooses to have inspections conducted; and (iii) all other standard Purchaser's closing costs.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**10.2** Seller will pay (i) the fees and disbursements of Seller's counsel; (ii) the cost of releasing all liens, judgments and other encumbrances, if any, that may exist and are to be released under this Agreement and of recording such releases; (iii) deed preparation fees; and (iv) all other standard Seller's closing costs.

**Section 11. Damage or Destruction Prior to Closing and Condemnation.**

If prior to the Closing, the Property is materially damaged or destroyed, Purchaser shall have the option to (i) perform this Agreement and shall be entitled to the casualty insurance proceeds, if any, payable with respect thereto under the policies of insurance maintained by Seller and a credit against the Purchase Price, or (ii) terminate this Agreement on written notice to Seller given within ten (10) business days after receiving written notice of the occurrence of such fire or casualty. If Purchaser shall exercise such option to terminate, it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 and the rights of the parties shall be as set forth therein. In the event prior to Closing written notice of a proposed material condemnation or taking is received by Seller, in which event Seller shall deliver written notice of said proposed condemnation or taking to Purchaser within ten (10) business days after Seller's receipt of the same, a condemnation proceeding is commenced or concluded, or all or any part of the Property is conveyed in lieu of condemnation, Purchaser shall have the right to (i) terminate this Agreement in which event it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 hereof and the rights of the parties shall be as set forth therein, or (ii) elect to have Seller assign to Purchaser, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property or grant Purchaser a credit against the Purchase Price equal to the amount of any condemnation award paid to Seller.

**Section 12. Default and Remedies.**

Upon the occurrence of a default which shall be defined as a default, failure to perform, failure to abide by the terms of this Agreement, as provided in this Agreement, the non-defaulting party shall notify the defaulting party that it has thirty (30) days after receipt of notice of default within which to cure the default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such default, the non-defaulting party shall have the right to any remedy provided in law, equity or provided elsewhere in this Agreement, including but not limited to an action for specific performance and in the event of default by Purchaser, the Seller shall also retain the Earnest Money.

**Section 13. Miscellaneous.**

**13.1** This Agreement constitutes the entire Agreement between the parties and supersedes any other previous agreement, oral or written, between the parties. This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives and permitted successors and assigns.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**13.2** In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees of the prevailing party. For purposes of this Section, a party will be considered to be the “prevailing party” if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the Closing or the termination of this Agreement.

**13.3** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Purchaser and Seller shall bind Purchaser and Seller as if they had each executed the same counterpart.

**13.4** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

**13.5** The headings used in this Agreement are for convenience only and do not constitute substantive matters to be considered in construing same.

**13.6** The parties agree that Purchaser shall have the right to record, at Purchaser’s sole cost and expense, this Agreement or any memorandum or notice thereof. The parties hereto agree that this Agreement is a sealed instrument under South Carolina law.

**13.7** If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday or legal holiday under the laws of the State of South Carolina, or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term “days” as used herein shall mean calendar days, with the exception of “business days”, which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of South Carolina or the United States of America.

*Signature Page to Follow*

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**IN WITNESS WHEREOF**, by their signature below and having initialed all pages of the Agreement, the Parties agree that this Agreement has been entered into as of the day and year first above written.

**RICHLAND COUNTY**

**PROJECT GREENS**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

DRAFT

SELLER:\_\_\_\_\_

PURCHASER:\_\_\_\_\_

**EXHIBIT "A"**

**Description of Land**

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "Project Greens" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book \_\_\_\_\_ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

DRAFT

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**EXHIBIT "B"**  
**CORPORATE RESOLUTION OF PROJECT GREENS, LLC**

I, \_\_\_\_\_, the undersigned, hereby certify that I am an authorized member of **Project Greens**, a limited liability company duly organized under the laws of the State of South Carolina. I am authorized to execute this certification on behalf of this limited liability company; that the following is a true, correct and compared copy of a resolution adopted, in accordance with its operating agreement.,

Resolved, that I, the sole member of this limited liability company am hereby authorized in the name of this limited liability company to purchase the property reference in this agreement and have full power and lawful authority to sign any and all documents required for this transaction.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed the seal of this Limited Liability Company on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

\_\_\_\_\_  
Member,

\_\_\_\_\_  
Witness

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_



## Applicant Information

**First Name \***

CHRISTIAN BRENT

**Last Name \***

CHITWOOD

**Home Address \***131 CASCO BAY  
ROAD**Apt****City \***

IRMO

**State \***

SC

**Zip \***

29063

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address \***108 PARK  
TERRACE**Suite****City \***

COLUMBIA

**State \***

SC

**Zip \***

29212

**Number \***(803)429-  
4816**Type \***

Home

**Secondary Phone Type****Email Address \***

Brent.Chitwood@SVN.com

**Sex \*** Male  Female**Age Group** 18 - 25  26 - 50  Over 50

## Background

**Education Level \***

Bachelor's

**Professional Background**

Bank-Acct., Analyst, Product Manager, Marketing, RE Broker

## Service Information

**Presently serve on any County Committee, Board or Commission? \*** Yes  No**Name of Committee, Board or  
Commission in which interested: \***  
Planning Commission (5)**Reason for interest: \***Lifelong County resident with interest in planned growth.  
Continued development of professional planning and zoning  
knowledge.**Your characteristics/qualifications,  
which would be an asset to****Committee, Board or Commission: \***  
Worked on complete re-write of the  
Irmo Zoning Regulations. My role as  
Managing Director of Blackstream  
CRE requires a working knowledge of  
all AREA zoning codes**Any additional information you wish to share:****Recommended by a Council  
Member? \*** Yes  No**Council Member name(s):****Hours willing to commit each  
month:**

8

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

## Statement of Financial or Personal 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:\***

Approximately 5 Acres of Multi-family property owned by Chitwood Development LLC on Bluff Rd. Managing Director and BIC of SVN Blackstream, LLC Commercial Real Estate

## Resume

Resume

## Signature

I understand that checking this box and entering my name constitutes a legal signature\*

**First Name\***

Christian  
Brent

**Last Name\***

Chitwood

**Date Received**

04/07/2021

## **C. BRENT CHITWOOD**

131 Casco Bay Rd.  
Irmo, SC 29063  
803-429-4816

### **OBJECTIVE: ADMINISTRATIVE / MARKETING MANAGER**

5/17 to Present      **SVN / Blackstream Commercial Real Estate**  
Columbia, SC

Managing Director and Broker in Charge specializing in raw land in Columbia.

6/09 to 5/17      **PHOENIX REAL ESTATE & APPRAISAL, INC.**  
Irmo, SC

President and Broker in Charge. Phoenix was a small residential appraisal shop. Gained appraisal experience and managed the company through the real estate downturn. Extensive relationship building and telemarketing sales generated excellent volume increases.

Conceived and developed a real estate marketing program known as Home Buyer's Video Showcase. This program offered buyers full HD videos of all Lake Murray homes for sale on a large TV in a living room environment. "It's just like going to an Open House!"

4/06 to 6/09      **CHITWOOD COMMERCIAL PROPERTIES**  
Lexington, SC

Commercial Real Estate Agent and Developer. Successfully completed an infill land assemblage project for development in downtown Columbia. This venture was the completion of a long-held vision for this property.

5/04 to 3/06      **ELECTRUM CORPORATION**  
Columbia, SC

Chief Financial Officer – Product Analyst. Electrum was a boutique transaction processing shop serving major corporate customers nationwide. Gained control of non-functioning general accounting, payroll and billing systems.

2/98 to 4/04      **PHOENIX CONTRACT GLASS, LLC**  
Columbia, SC

Managing Partner and CFO - Phoenix was a leading commercial glazing contractor in SC with 30 employees and \$3,000,000 in average annual sales. As a founding partner I managed all aspects of the company including accounting, finance, personnel, contracts, estimation, fabrication, installation and marketing. I am particularly proud of my analysis of the contracting bid market. The analysis resulted in the development of an effective safety program and ultra-low insurance rates that resulted in our ability to gain market share in a very competitive industry.

11/96 to  
2/98

**AFFINITY TECHNOLOGIES, INC.**  
Columbia, SC

Marketing Financial Specialist – Affinity designed and manufactured an automated loan machine for the 24-hour delivery of consumer loans. My role was to create and present financial models to major banking customers in a boardroom environment that demonstrated the economic viability of the Affinity product.

5/95 to  
11/96

**BRANCH BANKING & TRUST**  
Winston-Salem, NC

Retail Lending Product Development Manager, Vice President – BB&T was the 15th largest bank in the US during my years there. My role was to design and implement products and features to increase profitability for the Retail Lending product lines. My accomplishments include: The introduction of a credit score/risk-based pricing system. The pioneer use of the SAS database language for advanced portfolio analysis and reporting that resulted in significant new insights about portfolio risk. The creation of new loan pricing strategies that resulted in excellent increases to net interest margins.

7/92 to  
5/95

**SOUTHERN NATIONAL BANK (Merged with BB&T)**  
Winston-Salem, NC

Vice President of Marketing, Consumer Loan Marketing Manager - Southern was a 200 branch regional bank. My responsibilities included marketing strategy, product pricing, product development, direct mail, point of sale materials and incentive programs. The highlights of this position include the design and implementation of a leading edge on-line debit card merchant program and the implementation of advanced database and credit scoring techniques for pre-approved direct mailings that were the most successful in company history.

7/84 to  
7/92

**SOUTH CAROLINA NATIONAL BANK**  
Columbia, SC

Consumer Loan Product Manager – SCN was the number one bank in the SC market. My position was to develop and implement product plans for all of SCN's consumer loan portfolios. The highlights of this position include: The first in nation introduction of cross-collateralized auto/home loans. The design and authorship of a consumer loan and credit card sub-product costing system that improved profitability. The creation of a complete historical SAS database for all consumer loan products. The design and implementation of numerous record breaking direct mail programs.

Commercial Loan Portfolio Analyst - Information Specialist for Commercial Loan Administration. During this time I was provided the opportunity to create and implement a SAS database and analysis that improved quality and profitability in the commercial loan portfolio.

1/80 to  
7/84

**FIRST NATIONAL BANK OF S.C. (Merged with SCN)**  
Columbia, SC

Accounting System Analyst - Special projects staff and analyst for Financial Services. The highlights of this position include: Implementation of the first Asset/Liability management system for the bank. Implementation of a new Bond Department accounting system. The introduction of the first personal computer at First National.

71 TO 75

**EDUCATION**  
B.S. Accounting – Newberry College

## Applicant Information

**First Name\***

SALLY SAUNDERS

**Last Name\***

HUGULEY

**Home Address\***

6740 N. TRENHOLM  
ROAD

**Apt**

**City\***

COLUMBIA

**State\***

SC

**Zip\***

29206

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address\* Suite**

N/A

**City\***

N/A

**State\***

SC

**Zip\***

N/A

**Number\***

(803)360-  
2951

**Type\***

Mobil  
e

**Secondary Phone Type**

**Email Address\***

SHUGULEY@SC.RR.COM

**Sex\***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level\***

Doctoral

**Professional Background**

Journalist, Gubernatorial Speechwriter, Legislative Researcher,  
Classroom Teacher

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes  No

**Name of Committee, Board or  
Commission in which interested: \***  
Planning Commission (5)

**Reason for interest: \***

Unprecedented growth in Richland County, confirmed by 2020 US Census data, underscores the need for careful future planning to protect quality of life, as well as roads, schools, availability of essential services, and equitable opportunities for all segments of the County.

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

Thorough knowledge and past participation in the governmental process. Resident of Richland County since 1980. Membership on statewide, county and school district advisory boards. Personal calendar unencumbered by work schedule

**Any additional information you wish to share:**

**Recommended by a Council  
Member?\***

Yes  No

**Council Member name(s):**

**Hours willing to commit each**

**month:**

As a retiree, I am able to commit to whatever time necessary to fulfill responsibilities.

**Conflict of Interest Policy**

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

**Statement of Financial or Personal Interest**

*Do you have any financial or personal interest in any business or corporation (profit or not-forprofit) 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 \***

Sally            Huguley  
Saunders

**Date Received**

08/27/2021

Submit

## Applicant Information

**First Name\***

TAMIKA

**Last Name\***

DANIELS

**Home Address\* Apt**

138 Jodo drive

**City\***

Columbia

**State\***

SC

**Zip\***

29203

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address\***

7901 Farrow  
Road

**Suite**

Building  
6

**City\***

Columbia

**State\***

SC

**Zip\***

29203

**Number\***

(803)381-  
884

**Type\***

Mobil  
e

**Secondary Phone Type**

**Email Address\***

tamlee75@yahoo.com

**Sex\***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level\***

Master's

**Professional Background**

Paralegal and legal administrative: 1997-2003; 2006-present

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes  No

**Name of Committee, Board or**

**Commission in which interested: \***

Planning Commission (5)

**Reason for interest: \***

Allowing me to the opportunity to experience RC's inner workings/operations, while gaining a new skill set and sharing diverse viewpoints.

**Your characteristics/qualifications, which would be an asset to**

**Committee, Board or Commission: \***

Competent, dedication, ability to to be impartial, values discretion and straightforward.

**Any additional information you wish to share:**

Been a productive citizen of Richland county since 2006 (transplant from out of state)

**Recommended by a Council**

**Member? \***

Yes  No

**Council Member name(s):**

**Hours willing to commit each**

**month:**

15-20

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*  
 Yes  No

### Statement of Financial or Personal 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 - 10/24/2021 - Planning Commission \(5\) -](#)

### Signature

I understand that checking this box and entering my name constitutes a legal signature\*

**First Name\*** **Last Name\***  
Tamika Daniels

Submit

# Tamika L. Daniels

138 Jodo Drive, Columbia, SC 29203 • [tamlee75@yahoo.com](mailto:tamlee75@yahoo.com) • (803) 381-8844

---

**Objective** To contribute to an organization that can use a disciplined, hard-working, and resourceful professional who offers skills related to the criminal justice and legal support field.

**Education** Master's of Science degree in Criminal Justice, 2011  
Tiffin University-Online, Tiffin, OH

Bachelor's of Science degree in Police Science, 2000  
John Jay College of Criminal Justice, NYC, NY

Paralegal Studies certificate, 2001  
Norfolk Sate University, VA Beach Ext., VA

**Strength(s)** Analytical Skills      Teamwork      Legal Compliance  
Problem Solving      Organization Skills      Time Management

**Experience** March 2008 –Present • SC Department of Mental Health • Columbia, SC

## *Administrative Coordinator I/Paralegal Supervisor*

- Awarded USC Chairman's Award 2014-2015
- Nominated for Outstanding Employee of Year for 2013
- Awarded Certificate of Appreciation for 2011
- Coordinates the flow of legal services as they pertain to SC Code of Laws particularly in regard to (SVP & NGRI). Helps ensure compliance with statues, provide continuity, and to ensure statutory requirements and time frames as well as SCDMH and Forensic Program policies and procedures.
- Planning, directing, coordinating and serves as a liaison between the Forensic Services, the Attorney General's Office, District Solicitors, Defense Attorneys, law enforcement agencies. Private examiners. Etc. regarding legal areas as they relate to the Forensic Population.
- Preparation of correspondence, reports etc. to the above-mentioned entities.
- Assists in managing an accountability system of court orders and judicial processes.
- Keeps ongoing statistics on productivity and maintains up-to-date contractual records.

September 2006 –February 2008 • City of Columbia Municipal Court • Columbia, SC

## *Senior Municipal Court Clerk*

- Perform responsible clerical work in support of the daily activities of Municipal Court.
- Prepares, processes, indexes, files and/or submits court documents and records (i.e. court journals, rules to show cause, court calendars, tickets/citations, jury notices, docket sheets, jury lists, motions, sentence sheets, commitments, dispositions, subpoenas, court rosters, warrants, fines/bonds, etc.)
- Prepare reports, legal notices, correspondence, etc.
- Ensures record security.
- Assists judges, defendants, attorneys, solicitors, court personnel, law enforcement personnel, jurors, and other in completing various legal tasks as required.

- Holds/audiotapes sessions of court on a rotating basis:  
Criminal Domestic Violence, Criminal, Traffic, Preliminary Hearings, Jury Trials, Bond Settings, and Quality of Life
- Schedule cases and proof dockets for future court dates for accuracy.

April 2003 – June 2006 • Chesapeake Sheriff's Office • Chesapeake, VA

*Deputy Sheriff*

- Completed Basic Deputy Sheriff school/ DCJS certification
- Court Security & Civil Process Officer certification
- FAA/ OC Pepper Spray certification

Specific responsibilities to include, but not limited to:

- Maintain security and integrity of the housing areas of facility, which includes the prevention of escape, injury to inmates, or injury to personnel.

March 2002- April 2003 • Legal Resources of VA, Inc. • VA Beach, VA

*Administrative Assistant/Paralegal*

- Client/Subscriber relations
- Account management
- RFP preparation
- Executive administrative and other clerical duties

December 1999- March 2002 • EMG, Inc. • Chesapeake, VA

*Paralegal/Administrative Assistant*

- Suggested via PowerPoint techniques to reduce shrinkages at store level. Majority of which were implemented.
- Partner in effectively reducing our stores' expenses.
- Investigation of employee theft, internal and external fraudulent activity, and other violations.
- Liaison between corporate office and various police, probation, and court personnel.
- Restitution officer- account management of restitution payments resulting from monetary/property loss.
- Corporate legal/compliance matters (i.e. licensing, filing annual reports, drafting resolutions, certificates of good standing etc.)
- Preparation and reporting of worker's compensation and insurance claims.
- Commercial lease maintenance.
- Reviewing monthly petty cash reports for accuracy and misappropriations of company's funds.

1998-1999 • Navy Marine Corps Relief Society • Pensacola, FL

*Volunteer Cashier and Caseworker*

1997 • City of Newburgh Police Department • Newburgh, NY

*Internship*

Office Skills Proficiency in Windows, MS Office software (Word, Excel, Outlook, PowerPoint, Access), Desktop Publisher, Adobe Acrobat, typing speed: 45 cwpm, A/P, case management, scheduling, data entry, multi-line phones, Lexis Law and legal research.

Other Notary Public, SC (Expiration 3/2028), Prev. NCIC certification, Supervisory Training, and FEMA Professional Development Certificate and other Independent Study Courses.

References Personal and professional references furnished upon request.



## Applicant Information

**First Name \***

FREDERICK

**Last Name \***

JOHNSON, II

**Home Address \***    **Apt**4636 Crystal  
Drive**City \***

Columbia

**State \***

SC

**Zip \***

29206

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address \***    **Suite**4636 Crystal  
Drive**City \***

Columbia

**State \***

SC

**Zip \***

29206

**Number \***(803)665-  
5562**Type \***Mobil  
e**Secondary Phone Type****Email Address \***

fajohnsonesquire@gmail.com

**Sex \*** Male    Female**Age Group** 18 - 25    26 - 50    Over 50

## Background

**Education Level \***

Doctoral

**Professional Background**

Thirty year Economic and Community Development Executive with expertise in facilitating Public Private Partnerships, the principles and practices of commercial real estate development and project management. Thirty years' experience in planning, scheduling, financing, construction and management of large-scale commercial projects including homeownership, neighborhood revitalization, commercial rehabilitation, and assisted living. First hand experience handling land acquisition, relocation, demolition, coordination of consultant activities, development, rehabilitation, and new construction activities. Regularly interprets and applies local, state and federal laws and statutes, including Municipal policies, procedures, and regulations.

## Service Information

**Presently serve on any County Committee, Board or Commission? \*** Yes    No**Name of Committee, Board or  
Commission in which interested: \***

Planning Commission (5)

**Reason for interest: \***

As reflected on the attached resume, community service is something I take as a serious civic responsibility. I am looking for another venue to remain active in the community and continue community service, which will allow me to apply my skill sets and subject matter expertise in a manner beneficial to the larger community.

**Your characteristics/qualifications, which would be an asset to**

**Committee, Board or Commission: \***

My background in finance, law and real estate provides a unique asset and perspective for the Planning Commission. I know, appreciate and understand the delicate balance between public policy, neighborhood groups, and the needs of individual citizens.

**Recommended by a Council**

**Member? \***

Yes  No

**Council Member name(s): \***

Overtun Walker

**Hours willing to commit each month:**

as needed/required

**Any additional information you wish to share:**

I proudly served on the Richland County Board of Assessment Appeals from 2013 to 2021. As that service ends, I would like to remain an actively engaged citizen of the county.

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

## Statement of Financial or Personal 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 - 2/11/2022 - Planning Commission (5) -

## Signature

I understand that checking this box and entering my name constitutes a legal signature \*

**First Name \*** **Last Name \***

frederick johnson

**Date Received**

02/11/2022

Submit

## **F. A. Johnson II, Esq.**

4636 Crystal Drive, Columbia, South Carolina 29206

Telephone: (803) 665-5562 ◊ E-mail: [FAJohnsonEsquire@gmail.com](mailto:FAJohnsonEsquire@gmail.com)

**CAREER PROFILE:** Economic and Community Development Executive with expertise in facilitating Public Private Partnerships, the principles and practices of commercial real estate development and project management. Thirty years' experience in planning, scheduling, financing, construction and management of large-scale commercial projects including homeownership, neighborhood revitalization, commercial rehabilitation, and assisted living. First hand experience handling land acquisition, relocation, demolition, coordination of consultant activities, development, rehabilitation, and new construction activities. Regularly interprets and applies local, state and federal laws and statutes, including Municipal policies, procedures, and regulations.

### **EXPERIENCE**

09/19 to  
Present

#### **CHARLESTON REDEVELOPMENT CORPORATION /PALMETTO COMMUNITY LAND TRUST** *Chief Executive Officer*

Currently leading the strategic realignment of the organization and launching the active production of units. Instrumental in obtaining current level of operational and programmatic funding consisting of local government and federal funds that is largest in history of organization. Responsible for creating the vision and stewarding the establishment of permanent affordable housing. Oversees day to day operations, resource development, land protection efforts, securing major gifts, financial management and pursuing a strategic, long term vision for the trust. Serve as a strategic planner, partner, convener and collaborator with like organizations to grow and cultivate resources for the redevelopment of underserved communities. Responsible for managing relationships with third party contracted professionals including legal, architectural/engineering services, property management, demolition, audit services and accounting functions. Serve as primary interface with stakeholders and media regarding activities of organization. In the first twelve (12) months, led the addition of programmatic initiatives to include:

- \$3 Million Dollar acquisition of Sea Island Apartments to preserve Forty-Eight (48) former Low Income Housing Tax Credit Apartments as permanent affordable rental housing in the Palmetto Land Trust.
- Leveraged \$4.3 Million Dollars in Third-Party Public Private development to create Eighty-Five (85) permanent affordable homeownership units for the Palmetto Land Trust.
- Administering \$31 Million Dollars in Affordable Housing Grant Loans to support \$141Million in City of Charleston Bond Funded projects totaling 599 units of affordable housing.
- \$1.2 Million in scattered site homeownership and rental housing Land Trust units.

5/10 to  
Present

#### **P.A.S.T.O.R.S., Inc**, Charleston, South Carolina *Director of Development*

Recruited by the *City of Charleston* to lead this faith based non-profit affordable housing developer. Expanded operations to a statewide service area. Negotiated and drafted commercial leases, acquisition/disposition contracts, and funding agreements. Coordinated due diligence and entitlements through zoning and architectural review boards. Prepared organizational policies and procedures. Oversaw compliance audits under local, state and federal regulations. Projects include, neighborhood revitalization, subdivision development, homeownership, rental, and adaptive re-use with PASTORS functioning as the owner and/or Developer. Supervised property acquisition, development, rehabilitation and new construction activities. Formulated leveraged financing for ventures through private/public partnerships, including preparing financing packages/requests for raising capital.

- Progressively expanded the Strategic Plan Service Area to Statewide beginning with Charleston, Berkeley, and Dorchester Counties, resulting in partnerships with Charleston County, City of North Charleston, and Town of Hollywood;
- Transitioned from consultant to employee staffing and added contract bookkeeping functions;
- Economic Development projects include renovation and adaptive re-use of former sanctuary space into commercial office/meeting space by negotiating commercial leases.
- Portfolio includes scattered site multi-family and Mixed-Use projects including its own office building.
- Third-Party development includes Wallingford Presbyterian Church (Veterans Housing), St. Luke Reformed Episcopal Church (affordable rental), New Israel Reformed Episcopal Church (Veterans Housing), and Town of Hollywood (affordable rental).

09/15 to  
10/17

**NATIONAL ASSOCIATION OF REAL ESTATE BROKERS**, Lanham, Maryland  
*General Counsel*

Corporation Counsel to this National Professional Trade Association with over Sixty (60) Chapters across the country. Provided legal services which included, general corporate matters such as governance, compliance, operational, transactional issues and provided consultation and advice at Board meetings.

- Supported Executive Director in negotiating, reviewing, and drafting Employment Agreements, Vendor contracts, Hotel Contracts, Professional Service Agreements, and other legal documents. Advised on support functions such as procurement, human resources, and industry-related public policy issues.
- Provided advice and coordination with special counsel regarding employment litigation, contract litigation, and compliance and ownership of intellectual property rights.
- Advocated the association's position with key stakeholders including, government officials, policy makers, and corporate partners, in support of the legislative agenda and strategic planning goals.
- Advised on the fiduciary duties of Directors and Officers as well as, issues impacting nonprofit status.

11/00 to  
5/10

**F. A. JOHNSON CONSULTING GROUP, INC.** Columbia, South Carolina  
*Managing Principal*

Develop complex projects from concept to completion for Private and Government clients. Advise on policies, procedures, and public processes at the local, state, and federal levels. This included, but is not limited to, Land Use, Zoning, CDBG/HOME requirements, Low Income Housing Tax Credit, and Historic Tax Credit programs.

- \$2 Million Dollar 7,000 square foot new Town Hall for *Town of Hollywood, South Carolina*. Placed the construction/permanent financing, managed building design, and construction management.
- Capital Projects Manager for the *Town of Hollywood*, including a new Municipal Complex consisting of a new public library and aquatics center, as well as, the Holly Grove Residential Subdivision. Responsibilities included negotiating and managing interagency infrastructure, funding and land acquisition agreements with Charleston County, Charleston County Parks and Recreation Commission, and South Carolina Department of Parks, Recreation, and Tourism.
- \$1 Million Dollar construction and permanent financing for *Grace Chapel AME Church* in Beaufort, SC. The 8,000 sq. ft building included a Fellowship Hall, Catering Kitchen, Office, and Classrooms.
- Retained by *Upstate Forever* on behalf of the *City of Clinton, SC* for its "Home Town 2030" expansion its five-year strategic plan to incorporate retail into its development strategy.
- Project Manager for the acquisition, design, and development of The North Main Plaza a 12,000 square foot retail/office development on behalf of the City of Columbia
- Prepared the *North Columbia Master Plan*, covering 4,000 acres and over twenty neighborhoods. The Master Plan approved by City Council provided critical data, due diligence, and catalyst projects, which provided the justification for creating the *Columbia Redevelopment Tax Increment (TIF) District* supporting \$40 Million Retail and Mix-use (live/work) development
- *East Central City Consortium Master Plan* encompassed 1,100 acres and twelve neighborhood organizations. This Master Plan was approved and adopted by Columbia City Council.
- Retained by the *City of Augusta, GA*, to prepare a market driven redevelopment plan for the adaptive re-use of the 100-acre former Regency Mall Site as a mixed use development.
- *The Courtyard @ Arsenal Hill*: Acquisition, financing, and development of a boutique subdivision as a Planned Unit Development in the City of Columbia, SC.

7/98 to  
10/00

**ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY**, Roanoke, Virginia  
*Director of Development*

Managed the Economic Development and Redevelopment functions of the Authority, which included the Community Development, Rehabilitation, and Section 8 Departments. Managed projects, often with the Authority functioning as the Project Manager and/or Developer. Projects include large-scale commercial activities, neighborhood revitalization, industrial parks, historical preservation, and adaptive re-use. Implemented community wide Rehabilitation and Homeownership programs. Executed financing and marketing strategies for projects and programs operated by the Authority. Responsible for property acquisition, relocation, demolition, development, rehabilitation and new construction activities. Insured that projects undertaken by the Authority are kept on schedule, within budget, and consistent with policy. Managed and administered the operation of the Section 8 Assistance Program goals and objectives.

- \$10 Million Historic Tax Credits and HUD insured 221(d)(4) loan funded conversion of a 122,000 sq. ft. office building into 87 luxury apartments.

- 76 acre redevelopment area Bio-Medical Research Park with a \$14Million initial investment by the City Responsible for the designation, acquisition, and site clearance of the Research Park.
- *The Villages at Lincoln*, a 230-unit HOPE VI Mixed Income residential project.
- Generated \$600,000 in unanticipated CDBG program income from the disposition and development of land from previous redevelopment projects (exceeded the program income in the three previous years combined).
- Increased administrative revenue \$90,000 by analyzing available funding limits and increasing the number of participants receiving rental assistance to over 1,300 participants.
- Administered a \$1,100,000 Homeownership Opportunities Program
- Administered \$1,600,000 in CDBG and HOME Investment Partnership funds for a Comprehensive Rehabilitation Loan Program, emergency repair program, and to subsidize in-fill housing projects.
- Doubled loan production by securing \$500,000 line of credit from Crestar Bank to leverage rehabilitation loans funded by CDBG. The entire line of credit was committed in first year.
- Planned, financed, and initiated construction on a community of ten new homes along Melrose Avenue.

5/95 to  
6/98

**LAW OFFICE F.A. JOHNSON, II P.C.** Augusta, Georgia and Columbia, South Carolina  
*Principal*

Developed a transactional practice that focused on business law, real property law, and the representation of non-profit development corporations. Advised housing and community service organizations providing assistance in the areas of legal and business planning, organizing new 501(c)(3) Corporations, and Board of Director training.

- Led land acquisition, demolition, construction, furnishings and equipment for the \$7 Million 43,000 sq. ft. Laney Walker Clinic for the *Richmond County Board of Health* in Augusta Georgia. Assembled a 4.3-acre site (34 commercial and residential properties). Completed on time and under budget.
- Prepared a \$15.1 Million HOPE VI application for the *Roanoke Redevelopment and Housing Authority*. Reviewed development plans, made suggested modifications, which was submitted to and funded by HUD.
- \$1.7 Million Dollar 23,000 square foot gymnasium for the Episcopal District of the AME Zion Church.
- Selected by the City of Wilmington, NC to develop an implementation plan and identify a catalyst project for the *Castle Street Association*. Coordinated the Pre-Development program with cost estimates.
- Organized the *Roanoke Neighborhood Development Corporation*. Completed the Master Plan, Pre-Development, Due-Diligence, and received approval for catalyst projects including a 45,000 square foot office facility.
- Counsel for the *Laney Walker Development Corporation*, which is a Community Housing and Development Organization. Responsible for new construction single-family housing, the rehabilitation of both multi-family and single-family units, and management of a 26,000 square foot retail shopping center.
- Responsible for the incorporation, organization, and the 501(c)(3) IRS exemption for the *Orangeburg Community Development Corporation*, a Public/Private Partnership. Prepared Master Plan and conceptual design of a \$4.1 Million Dollar 40,000 square foot office/retail complex, and adopted by City Council, South Carolina State University, Claflin College, and the downtown merchants association.
- Organized and obtained the 501(c)(3) designation for the *Mt. Zion Community Development, Inc.* Negotiated the acquisition of a three-acre site, completed a site plan, and implemented programmatic activities. Responsible for overseeing the feasibility analysis for a \$2 Million mixed use development.

6/90 to  
8/92

**COMERICA BANK**, Detroit, Michigan  
*Senior Loan Analyst*

Managed a \$30 Million loan portfolio for approximately thirty customers. Underwrote the financial condition of customers and prospects, assessing the impact of operations and other external factors. Determined the nature and extent of funds required and provided written recommendations regarding alternate loan structure. Related responsibilities included conducting customer interviews, preparation and review of loan documents, assessing the bank's credit risk, and making presentations to loan committee. In the Commercial Loan Officer Training Program completed rotations in the Private Banking Loan Group, Commercial Real Estate Loan Group, and the Middle Market Loan Group. In the Commercial Real Estate Loan Group, responsible for the placement of construction and interim financing for various condominium developments, retail strip centers, and industrial projects.

## TEACHING EXPERIENCE

**BENEDICT COLLEGE (2008 to 2014)**

*Adjunct Professor*, Business Law, Labor Relations, and Entrepreneurship, *Columbia, South Carolina*

**ALLEN UNIVERSITY (2012 - 2014)**



*Adjunct Professor, Business Law Columbia, South Carolina*

## **PUBLICATIONS**

Johnson, II, F.A. (2008). Vision To Fulfillment: The Non-Profit Developer's Training Manual. Bloomington: Authorhouse.

Member, Editorial Review Committee (*for republication*) International Council of Shopping Centers. Retail 1-2-3 (Illinois Edition). New York: International Council of Shopping Centers.

## **PROFESSIONAL LICENSES**

South Carolina Broker in Charge, since 2005  
Georgia Broker in Charge, since 2008  
South Carolina Bar Association, admitted 1996  
Georgia Bar Association, admitted 1995  
U.S. District Court Northern District of Georgia, 1995

## **PROFESSIONAL AFFILIATIONS**

South Carolina Chapter, National Association of Real Estate Brokers, President, 2019-2020  
International Council of Shopping Centers, South Carolina Alliance Program Private Sector Chair 2013 -2017  
National Association of Real Estate Brokers, Commercial Investment Division, President 2013 - 2015  
National Association of Real Estate Brokers, Regional Vice-President, Region V 2011-2013  
International Council of Shopping Centers, Carolinas Idea Exchange Committee 2008 -2012  
International Council of Shopping Centers, South Carolina Government Relations Chair 2006 -2009  
International Council of Shopping Centers, Alliance Program Chair 2007 and 2009  
Affordable Housing Coalition of South Carolina, Investors Council  
South Carolina Fannie Mae Partnership Office, Advisory Council  
Governor Hodges' Task Force on Affordable Housing, Volunteer Staff  
Urban Land Institute, Member  
Local Government Attorneys of Virginia, Member

## **CIVIC AND VOLUNTEER EXPERIENCE**

RICHLAND COUNTY BOARD OF ASSESSMENT APPEALS, BOARD MEMBER 2013-2021  
MIDLANDS TECHNICAL COLLEGE FOUNDATION, Board of Directors 2006- 2012  
GREATER COLUMBIA CHAMBER OF COMMERCE, Board of Directors, Former Chairman Issues Committee  
THE CULTURAL COUNCIL OF RICHLAND/LEXINGTON COUNTIES, Board of Directors 2005 - 2009  
BIG BROTHERS-BIG SISTERS OF GREATER COLUMBIA, Chairman, Board of Directors 2003-2006  
HISTORIC COLUMBIA FOUNDATION, Board of Directors/Advocates  
LEADERSHIP COLUMBIA PROGRAM, Columbia Chamber of Commerce 2004  
NATIONAL BLACK LEADERSHIP INITIATIVE ON CANCER AUGUSTA CHAPTER, Volunteer and Attorney  
BIG BROTHERS/BIG SISTERS OF THE ROANOKE VALLEY, Board of Directors, Recruitment Committee 1999-2000  
LEAGUE OF OLDER AMERICANS, Board of Directors 1999-2000  
UNITED WAY OF THE ROANOKE VALLEY, Community Building Cabinet 2000  
UNITED WAY OF THE ROANOKE VALLEY, Strengthening Families Portfolio 2000  
AUGUSTA-RICHMOND COUNTY COMMUNITIES IN SCHOOLS INC., Treasurer, Board of Directors 1996-1998  
MAIN STREET AUGUSTA, Board Member 1997-1998

## **EDUCATION**

**EMORY UNIVERSITY SCHOOL OF LAW**, Atlanta, Georgia  
Juris Doctor, May 1995

**MOREHOUSE COLLEGE**, Atlanta, Georgia  
Bachelor of Arts in Banking and Finance, *Cum Laude Graduate*, May 1990

## **HONORS/AWARDS**

2006 Small Business Person of the Year, Greater Columbia Chamber of Commerce  
2004 Inaugural Top 20 Business Leaders Under 40, The State Newspaper

## Applicant Information

**First Name \***

CHARLES

**Last Name \***

DURANT

**Home Address \***    **Apt**

409 Appaloosa  
Dr.

**City \***

Hopkins

**State \***

SC

**Zip \***

29061

**\*\* Please enter a physical address. No PO Boxes. \*\***

**Work Address \***    **Suite**

409 Appaloosa  
Dr.

**City \***

Hopkins

**State \***

SC

**Zip \***

29061

**Number \***

(703)855-  
2385

**Type \***

Mobil  
e

**Secondary Phone Type**

**Email Address \***

cwdurant59@gmail.com

**Sex \***

Male    Female

**Age Group**

18 - 25    26 - 50    Over 50

## Background

**Education Level \***

Master's

**Professional Background**

I am a retired corporate attorney, having worked for the past 20 years as Assistant General Counsel for Defense and Government contractor, Science Applications International Corp. (SAIC). My specialty was government and commercial contracts. Prior to my time in-house, I did civil litigation for 10 years. In addition to my Juris Doctorate, I have a Master's in Business Administration, a Master's in Management, and a Bachelor of Science in Civil Engineering.

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes    No

**Name of Committee, Board or**

**Commission in which interested: \***

Planning Commission (5)

**Reason for interest: \***

Having spent a career as an engineer, a Naval Officer, and as a practicing lawyer, I am now retired and want to give to the community I reside in. I have the time and I believe the educational and professional background to be an asset to the County by serving on the Planning Commission.

**Your characteristics/qualifications, which would be an asset to**

**Committee, Board or Commission: \***

I am a leader who is dedicated to achieving positive results for any organization that I am affiliated with. My skills as a former engineer, Naval Officer, and practicing attorney (litigator and in-house counsel) will be a valuable asset to the Planning Commission. I am used to solving difficult problems to the benefit of all concerned. I have an ability to work through any issue in order to reach a consensus, workable solution.

**Any additional information you wish to share:**

While I am relatively new to Richland County and the state of South Carolina, I am eager to serve. My roots are in South Carolina as both my parents were born and raised in the state. I am a former president of the Northern Virginia Black Attorney's Association, and a former board member of the Old Dominion Bar Association and the Fairfax (Virginia) Bar Association.

**Recommended by a Council**

**Member?\***

Yes  No

**Council Member name(s):**

Chakisse Newton

**Hours willing to commit each month:**

As many hours as is necessary to do the Commission's work.

**Conflict of Interest Policy**

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

**Statement of Financial or Personal 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 – 3/8/2022 – Planning Commission \(5\) –](#)

## Signature

I understand that checking this box and entering my name constitutes a legal signature\*

**First Name \*** **Last Name \***

Charles Durant

**Date Received**

03/08/2022

Submit

**Charles W. Durant, Esq.**  
**409 Appaloosa Drive**  
**Hopkins, SC 29061**  
**(703) 855-2385**  
**cwdurant59@gmail.com**

## **PROFESSIONAL GOAL OBJECTIVE**

Recently retired Assistant General Counsel and retired Navy CAPTAIN seeks challenging positions serving on and adding value to community boards and commissions seeking to improve the life of residents of Richland County, South Carolina.

## **PROFESSIONAL EXPERIENCE**

**Science Applications International Corp (SAIC)**  
**Reston, Virginia**

**Vice-President and Assistant General Counsel, 2002–2020**

Served as Assistant General Counsel specifically supporting the Defense Systems Customer Group consisting of Navy and Marine Corps work and DoD Commands and Agencies work, representing \$3 Billion in revenue. Advised Customer Group General Manager and senior management on all government and commercial contracting and legal issues affecting the Group, to include managing bid protests and litigation. Provided legal support in drafting, reviewing, and negotiating a broad range of agreements for professional services, reseller arrangements, subcontract agreements for the procurement of equipment and services, software licensing, teaming arrangements, and non-disclosure agreements. Conducted numerous training sessions across the company and in various geographic regions regarding the above. Performed internal investigations and managed company response to any external investigations. Oversaw company's Federal Mandatory Disclosure program and company's compliance with post-government employment restrictions.

**UUNET Technologies, Inc.**  
**Ashburn, Virginia**

**Assistant General Counsel, 2000 – 2002**

In-house counsel to former premier internet service provider owning, at the time, the largest Internet Backbone in the world with primary responsibility for providing legal support to company's Government Markets Group. Advised senior management on legal and business aspects of government contract and commercial transactions, litigation, and compliance. Draft, review, and negotiate a broad range of agreements for professional services, reseller arrangements, web-hosting services, software licensing, internet connectivity, protection of intellectual property, and teaming arrangements. Provided legal support to product management teams bringing new products to market including developing strategies for managing risk, analyzing legal relationships with vendors and customers, and drafting new contract documents and beta testing agreements.

**Venable, Baetjer and Howard, L.L.P.**  
**McLean, Virginia**

**Associate Attorney, 1997 - 2000**

Responsibilities encompassed all aspects of commercial and government procurement issues including counseling and litigation representing contractors, subcontractors, and owners before federal and state courts, arbitration and mediation panels, and administrative boards of contract appeal. Provided counseling and advice on proposal review, bid protests and claims, subcontractor disputes, contract performance issues, contract drafting, teaming agreements, settlement agreements, preparation of claim documents, and general compliance with procurement laws and regulations.

**United States Department of Justice  
Federal Bureau of Prisons  
Commercial Law Branch, Washington, DC**

**Attorney Advisor, 1996 - 1997**

Provided counseling, advice, and litigation support on complex federal government procurement matters, including new prison construction. Counseled BOP officials on issues related to supply and construction contracts, including contract review, review of proposed contracting officer final decisions, copyright issues, proposed contract terminations for default, and bid protests. Prepared agency response and represented agency in bid protests before the General Accounting Office. Negotiated commercial law issues with contractors and other federal agencies. Represented agency on contractor claims before the Department of Transportation board of contract appeals, including the conduct of discovery, preparation of pleadings and preparing agency personnel to serve as witnesses.

**Watt, Tieder, Hoffar & Fitzgerald, L.L.P.  
McLean, Virginia**

**Associate Attorney, 1992 - 1996**

Performed all aspects of commercial and government contracts litigation with particular emphasis in the construction industry representing contractors, subcontractors, sureties and owners before federal and state courts, arbitration panels and administrative boards of contract appeal. Experience included preparation of all manner of pleadings, conducting discovery including the preparation of various discovery documents, conducting fact and expert depositions, the preparation of contract claim documents, and the drafting of contract provisions and settlement agreements.

**The Late Honorable Jerry Buchmeyer  
Chief Judge, United States District  
Court for the Northern District of Texas**

**Law Clerk, 1991 - 1992**

Law clerk responsible for half of civil and criminal motions docket. Performed legal research and drafted opinions for Judge's signature. Prepared jury instructions for fourteen jury trials.

**United States Navy**

**Officer, 1984 - 1988**

Civil Engineer Corps Officer responsible for managing day-to-day operation of a 150-person Navy public works department including direct supervision of maintenance scheduling, maintenance operations, housing, planning, engineering, transportation, service contracting, and administration. As a warranted contracting officer, administered over 40 construction and service contracts totaling \$30 million annually. Negotiated all change orders and resolved contract interpretation issues. Assisted Navy counsel in defense of contractor claims.

**Bechtel Power Corp.  
Gaithersburg, Maryland**

**Plant Design Engineer, 1982 - 1984**

Analyzed existing and designed new nuclear power plant pipe support structures using computer aided design and hand calculations. Supervised the efforts of three draftspersons in completion of construction drawings. Advised field personnel on various design issues.

**EDUCATION**

University of Virginia, Charlottesville, Virginia; Juris Doctor, May 1991  
Webster University, St. Louis, Missouri; M.A. Management and MA Business Administration, May 1986  
North Carolina State University, Raleigh, North Carolina; B.S. Civil Engineering May 1982

**PROFESSIONAL AFFILIATIONS AND OTHER QUALIFICATIONS**

- Past Member and Past Chairman, Board of Governors, Virginia State Bar Corporate Counsel Section
- Past Member and Past President, Northern Virginia Black Attorneys Association
- Past Member, Governing Board, Virginia State Bar Construction and Public Contract Section
- Past Member, Executive Board, Old Dominion Bar Association
- Past Member, Fairfax Bar Association Board of Directors
- Retired Naval Reservist, with final rank of CAPTAIN, Civil Engineer Corps, USN



## Applicant Information

**First Name\***

CHRIS

**Last Name\***

SIERCKS

**Home Address\* Apt**

6067 Crabtree  
Rd

**City\***

Columbia

**State\***

SC

**Zip\***

29206

**\*\* Please enter a physical address. No PO Boxes. \*\***

**Work Address\* Suite**

1901 Main St

**City\***

Columbia

**State\***

SC

**Zip\***

29201

**Number\***

(352)988-  
4413

**Type\***

Mobil  
e

**Secondary Phone Type**

**Email Address\***

chrismsiercks@gmail.com

**Sex\***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level\***

Doctoral

**Professional Background**

2011: BA (University of Florida)  
2012-17: United States Marine Corps  
2020: JD (University of South Carolina)  
2020-21: Judicial law clerk  
Aug 2021-Present: Associate at Turner Padgett law firm

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes  No

**Name of Committee, Board or**

**Commission in which interested:\***

Planning Commission (5)

**Reason for interest: \***

I moved to Columbia to attend law school four years ago. When people asked me why I chose USC Law, I told them that, while there were plenty of factors that played into my decision, there wasn't anything tangible that I could point to as "the reason" why I moved here. "It was the people," I said, "just a feeling I got." If someone were to ask me today why I chose to stay here, and why my wife and I decided to start a family here, I would say the same thing: it's the people. There is something special about the Richland County. There is a quiet greatness about this area and its people. As wonderful as Richland County is, there is also a great potential to make it even better. As I understand it, the mission of the Planning Commission is to assess needs and help to prepare plans to realize that potential. As someone who lives in unincorporated Richland County, I want to do my part to ensure that that mission is accomplished.

**Your characteristics/qualifications, which would be an asset to**      **Any additional information you wish to share:**

**Committee, Board or Commission: \***

I believe I have the judgment, diligence, and dependability to be an effective member of the Planning Commission. I have experience in communicating with local and regional leaders and helping to address the issues they articulate. I have attention to detail, as well as the ability to organize and prioritize workloads. I also have a demonstrated ability to work as part of a team, and I am enthusiastic about the mission of the Planning Commission.

**Recommended by a Council**

**Member? \***

Yes    No

**Council Member name(s):**

**Hours willing to commit each month:**

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes    No

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

\*

Yes  No

If so, describe:

## Resume (1)

Resume

CCC – Resume – 11/15/2021 – Planning Commission (5) –

## Signature

I understand that checking this box and entering my name constitutes a legal signature \*

**First Name \*** **Last Name \***

Christopher Siercks

Submit

# CHRIS SIERCKS

6067 Crabtree Rd, Columbia, SC, 29206 • (352) 988-4413 • chrissiercks@gmail.com

## EDUCATION

### **University of South Carolina School of Law**

**Columbia, SC**

Juris Doctor

2020

- Vice President, Student Bar Association
- Mock Trial Bar
- Law School Ambassador
- Treasurer, Veterans in Law
- Veterans Legal Clinic
- John Belton O'Neill Inn of Court

### **University of Florida**

**Gainesville, FL**

Bachelor of Arts in Political Science

2011

## EXPERIENCE

### **Turner Padgett Graham and Laney, P.A.**

**Columbia, SC**

Associate

Aug 2021-Present

- Represent and advise clients in matters involving civil litigation with an emphasis in personal injury and business litigation.
- Assigned primary and sole responsibility for a large caseload of actively litigated cases.

### **South Carolina Judicial Department**

**Lexington, SC**

Judicial Law Clerk for the Honorable Walton J. McLeod, IV

Aug 2020-Aug 2021

- Assisted Judge McLeod while he served as Chief Judge for Administrative Purposes for both Common Pleas and General Sessions in the Eleventh Judicial Circuit.
- Drafted legal memoranda, proposed orders, and other documents for trial preparation.

### **Eleventh Circuit Solicitor's Office**

**Lexington, SC**

Law Clerk

May-Dec 2019

- Supported Assistant and Deputy Solicitors in trial preparations by conducting legal research, organizing trial materials, and reviewing evidence.

### **South Carolina Attorney General's Office**

**Columbia, SC**

Law Clerk

Fall 2018

- Researched and drafted memoranda on substantive and procedural issues.
- Assisted Assistant Attorneys General with various aspects of trial preparation, including discovery matters, evidence analysis, and jury selection.

### **United States Attorney's Office**

**Columbia, SC**

Law Clerk

Summer 2018

- Researched and drafted memoranda and motions on criminal and civil litigation matters, including violent and white-collar crimes, governmental liability, and disability cases.
- Attended depositions, mediation sessions, trials, hearings, and witness interviews.

### **United States Marine Corps**

**Kaneohe Bay, HI**

Platoon Sergeant/Combat Marksmanship Coach

2012-2017

- Supervised all training and administrative functions supporting a platoon of 20 Marines.

## COMMUNITY SERVICE, ACTIVITIES, AND AWARDS

### **Military Outstanding Volunteer Service Medal**

**September 14, 2016**

Awarded to members of the Armed Forces of the United States who have performed outstanding volunteer community service of a sustained, direct, and consequential nature.

### **Lex Brodie's Above & Beyond Award**

**August 24, 2016**

Local award presented to "individuals who have put themselves in harm's way, made a substantial sacrifice for the good of others, or provided a meritorious contribution to the local community."

### **Ronald McDonald House Charities**

**2013-Present**

Volunteer

## Applicant Information

**First Name \***

BRUCE

**Last Name \***

GREENBERG

**Home Address \***

3301 Blossom  
Street

**Apt**

**City \***

Columbia

**State \***

SC

**Zip \***

29205

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address \***

1501 Main  
Street

**Suite**

410

**City \***

Columbia

**State \***

SC

**Zip \***

29201

**Number \***

(803)446-  
0840

**Type \***

Mobil  
e

**Secondary Phone Type**

**Email Address \***

bgreenberg@trinity-partners.com

**Sex \***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level \***

Doctoral

**Professional Background**

I practiced law for 7 years serving as a judicial law clerk, county prosecutor, and private practitioner. I now work for Trinity Partners as a commercial real estate broker and developer. I also work for my family's locally owned retail business.

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes  No

**Name of Committee, Board or**

**Commission in which interested: \***

Planning Commission (5)

**Reason for interest: \***

I am a lifelong Richland County resident who wants to help Richland County reach its full potential socially and economically. I will be a valuable asset to county council as we plan for, and achieve, sustainable growth and economic development.

**Your characteristics/qualifications, which would be an asset to**

**Committee, Board or Commission: \***

I am a hard worker and possess great attention to detail. My training as a lawyer, experience in commercial real estate and as a small business owner give me unique perspective and will make me an invaluable member of the Planning Commission.

**Any additional information you wish to share:**

**Recommended by a Council**

**Member? \***

Yes  No

**Council Member name(s): \***

Joe Walker III

Hours willing to commit each

month:

As many as needed.

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

## 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 \*

Bruce Greenberg



Submit

## Applicant Information

**First Name\***

RYAN

**Last Name\***

BROWN

**Home Address\***

1818 Belmont  
Drive

**Apt**

**City\***

Columbia

**State\***

SC

**Zip\***

29206

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address\***

1429 Senate  
Street

**Suite**

**City\***

Columbia

**State\***

South  
Carolina

**Zip\***

29206

**Number\***

(803)206-  
5254

**Type\***

Mobil  
e

**Secondary Phone Type**

**Email Address\***

ryabro90@gmail.com

**Sex\***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level\***

Bachelor's

**Professional Background**

## Service Information

**Presently serve on any County Committee, Board or Commission? \***

Yes  No

**Name of Committee, Board or**

**Commission in which interested: \***

PLANNING COMMISSION

**Reason for interest: \***

I am interesting in assisting with the current and future development of Richland County.

**Your characteristics/qualifications, which would be an asset to**

**Committee, Board or Commission: \***

I currently serve in a senior staff role at the state's education agency. In this capacity and at the request of the State Superintendent of Education, I serve and staff a variety of boards, committees, and commissions related to policy and governance.

**Any additional information you wish to share:**

**Recommended by a Council**

**Member? \***

Yes  No

**Council Member name(s):**

**Hours willing to commit each month:**

25

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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

\*

Yes  No

## Statement of Financial or Personal 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 - 11/16/2021 - PLANNING COMMISSION -

## Signature

I understand that checking this box and entering my name constitutes a legal signature\*

**First Name \*** **Last Name \***

Ryan Brown

Submit

# RYAN L. BROWN

Columbia, SC • (843) 822-7255  
[ryabro90@gmail.com](mailto:ryabro90@gmail.com) • [LinkedIn](#)

---

## COMMUNICATIONS PROFESSIONAL

*Strategic communications advisor with demonstrated experience shaping messaging and impacting public opinion. Utilizes data to drive decision making and skilled at managing multiple complex projects simultaneously. Agile and flexible in approach with a knack for improving processes to streamline operations. Possesses excellent communication and verbal skills.*

### AREAS OF STRENGTH AND EXPERTISE

- Content Creation
- Social Media Management
- Strategic Planning
- Press Relations
- Email Marketing
- Customer Service
- Crisis Communications
- Marketing
- Brand Management

### PROFESSIONAL EXPERIENCE

**South Carolina Department of Education, Columbia, SC** 2015 to Present

**Chief Communications Officer (2016 to Present)**

**Special Assistant to State Superintendent (2015 to 2016)**

Lead all day-to-day operations within agency Office of Communications with staff of 4 direct reports and additional 3 dotted line indirect reports. Act as chief spokesperson for agency and State Superintendent of Education. Oversee agency internal and external communications efforts including marketing of reform initiatives, crisis communications, and multi-million-dollar public relations campaigns. Consult and advise agency directors on issues, policies, and legislation impacting agency operations and school districts. Developed speeches, talking points, and presentations for events and engagements.

**Key Accomplishments:**

- **Retooled and expanded communications office** to properly execute large scale public relations campaigns by adding 2 new staff members around digital media and event management.
- **Oversaw growth of digital presence to Top-10** in the United States in terms of social media followers.
- **Expanded reach and awareness of agency initiatives** by contracting with outside marketing and public relations firm to manage advertisement buys.
- **Designed statewide media campaign "Dedication to Education"** to combat negative perception of education system which generated over 1,000 inquiries for potential new educators and awarded "Mercury Award of Merit" by SC Chapter of Public Relations Society of America.
- **Streamlined school district communications** by developing weekly memorandum communication and process for over 4,000 schools and district administrators.
- **Embraced being primary point of contact during COVID-19** while liaising with public health agencies, school districts, and media to ensure accurate information disseminated in a timely fashion.
- **Revamped agency website** with more efficient content management system in partnership with technology team.
- **Implemented uniform speaking request** policy with online form embedded into agency website.

**Molly Spearman for Education, Columbia, SC** 2013 to 2015

**Campaign Manager**

Managed all operations for statewide campaign including coordinating up to 12 staff, volunteers, and interns. Guided media efforts, planned events, oversaw scheduling, voter contact efforts, and Election Day operations.

**Key Accomplishments:**

- **Spearheaded victory** in initial 8-person primary, subsequent runoff, and general election.
- **Led transition efforts** including managing staffing process, event and travel planning, media appearances, and consulting with Governor's Office and other agencies on policy and strategy initiatives.
- **Utilized voter data** to compile canvassing campaign while using app to track contacts and voter sentiment.
- **Mobilized multi-tiered strategy** to raise low name identification among key voters.

### EDUCATION

**Bachelor of Arts, Political Science**  
UNIVERSITY OF SOUTH CAROLINA

## Applicant Information

**First Name \***

JENNIFER

**Last Name \***

SANDERS

**Home Address \* Apt**

1133 Ridge Rd

**City \***

Hopkins

**State \***

SC

**Zip \***

29061

\*\* Please enter a physical address. No PO Boxes. \*\*

**Work Address \* Suite**

1133 Ridge Rd

**City \***

Hopkins

**State \***

SC

**Zip \***

29061

**Number \***

(803)606-  
9857

**Type \***

Mobil  
e

**Secondary Phone Type**

**Email Address \***

jenniferbsanders29061@yahoo.com

**Sex \***

Male  Female

**Age Group**

18 - 25  26 - 50  Over 50

## Background

**Education Level \***

Associates

**Professional Background**

I am working as a Senior Software Developer for DXC  
Technology 10301 Wilson Boulevard Blythewood, South  
Carolina 29016

## Service Information

Presently serve on any County Committee, Board or Commission? \*

Yes  No

Name of Committee, Board or

Commission in which interested: \*  
Planning Commission (5)

Reason for interest: \*

I am interested in helping to plan for the future growth of Richland County.

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: \*

I am active in my local community, detail oriented, work well on a team and independently, able to meet deadlines with quality work and I quickly adapt to technology. I was born, raised, educated, married and am working and raising a child in Richland County. I care about Richland County's current and future growth and development.

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

## Conflict of Interest Policy

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

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

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

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



\*  
 Yes  No

### Statement of Financial or Personal 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 - 3/18/2022 - Jennifer Blocker Sanders -](#)

### Signature

I understand that checking this box and entering my name constitutes a legal signature \*

**First Name \*** Jennifer **Last Name \*** Sanders

**Date Received**  
03/18/2022

Submit

## **Summary**

---

- Currently a SystemTec consultant performing a dual role position as an Information System Testing Analyst/ Test Designer at Blue Cross Blue Shield
- Acquired Public Trust Security Clearance
- Software Professional with over 23 years of Information Technology experience at DXC Technology (formerly Computer Sciences Corporation) providing technical support to business users and implementing P&C Insurance Solutions as a Software Developer
- Experienced in many aspects of the software development lifecycle of Waterfall and Agile Model(s) from designing, writing, reviewing technical requirements and specifications to developing code, testing, and performing code reviews in COBOL and Java
- Experienced in many aspects of the software test lifecycle of Waterfall and Agile Methodology
- Experienced in DB2 relational databases - database migration, data conversion, data mapping, creating, altering tables for carriers, and writing SQL queries for data collection and reporting
- Experienced in Microsoft SQL Server relational databases - writing SQL queries for data collection, data reporting and testing analysis
- Experienced in modernization projects converting Mainframe COBOL systems to Java platform
- Experienced in training various carriers on P&C Insurance Solutions on-site at the Carrier's location, in office, at company location or via Skype
- Expert business knowledge of Billing processes for Property & Casualty carriers
- Experienced in Implementation of application releases
- Participate in requirements study, design sessions and review of business requirements to provide solutions tailored to the customer's business needs
- Experienced in writing test cases, test case review, performing regression testing, coordinating the execution of test matrices and logging defects for root cause analysis
- Experienced in writing test plans, testing approaches, and conducting review meetings to ensure the enterprise tester can efficiently demonstrate and execute a test matrix
- Work collaboratively with the team to provide customer centric solutions
- Support creating, peer review, and executing of test cases and test matrices in Test Automation, CA7 Scheduler, Gherkin, Selenium Engine, and manual execution
- Create and peer review test matrices in Microsoft Excel/Quality Center/Azure DevOps

## **Experience**

---

### **SYSTEMTEC Consultant at Blue Cross Blue Shield South Carolina**

#### **Test Designer /System Test Analyst II**

**February 2021 - present**

- Continue to perform System Test Analyst II responsibilities 25 to 35% of the time
- Coordinates System Testing and Production Implementation verification with I/S staff and Customer Testers for Agile Flexible Delivery and Waterfall Projects
- Update Design Document with Test Plans and Testing approaches and presents them during Design Document review meetings and conduct test matrix review meetings
- Create and communicate Testing Requests and Production Validation requests
- Collect testing signoff approval, attend release meetings for code moves, update Release Database
- Review High Level Estimates (HLE) and provide actual Test Designer and Tester(s) estimates
- Defect management in Quality Center and Azure DevOps; facilitate defect review meetings
- Collect project artifacts prior to project closure and archive on Sharepoint
- Act as liaison between I/S team and Customer; keeps in close contact with development team, Business Analyst(s) and customers to ensure quick turnaround on issues/questions or concerns

- Communicate testing statistics to management on requested scheduled frequency

## **System Test Analyst II**

**August 2020 - February 2021**

- Create, peer review and execute test matrices in Microsoft Excel, Quality Center and Azure DevOps
- Test WorkFlow Management System, Content Manager, Document Manager, Esker, Engage One for Commercial, Tricare and Medicare Lines of Business (LOBs)
- Mentor developers on writing automated scripts in Selenium Engine
- Attend Design Document Review meetings and provide input on the Test Plan and Test Strategy
- Write and review queries in MS SQL Server and DB2 SQL for testing results pass/fail
- Peer review Visio Workflows
- Communicate Testing Statistics to Test Designer and Manager on scheduled frequency
- Provide backup for Test Designer during absence or when overallocated on project efforts
- Participate in monthly on-call Rotation for Corporate Level IPLs
- Participated in monthly on-call Rotation for Corporate Level ICT validation

## **Colonial Life and Accident Insurance**

**November 2017 – January 2020**

### ***Software Engineer***

- Provided on-call Production Support for the Agency and Broker Compensation System
- Provided Implementation Support of application releases
- Logged ServiceNow tickets on system issues, DB2 Database requests and Production Code Moves
- Designed, code, build and unit test application fixes and enhancements, performed code moves
- Provided technical support with testing to Business Analyst, Users and Engineers by writing queries to SQL identify applicable test data and analyze transaction data patterns
- Reviewed and executed testing cases in automated testing tool Gherkin
- Reviewed system workflows and mapped database data flows in Microsoft Visio
- Supported the execution of complex test matrices for coding implementations
- Set up positive and negative test cases for coding stories to determine pass or fail
- Performed root cause analysis on failed test cases and entered defects into Agile tool Rally
- Designed and created new or altered existing relational database tables
- Researched test defects and verify testing data via QlikView, SPUFI, In-Sync and Teradata SQL Assistant in tabular reporting or dataset form
- Wrote, reviewed, and implemented technical design specifications enhancements to the system applications

## **DXC Technology**

**January 1995 - November 2017**

### ***Senior Professional Product Developer (Jan 2015- Nov 2017)***

- Customer facing Senior Professional Product Developer
- Provided on-call Production Support for Billing and Claims and directed and monitored the Production nightly cycle on a weekly basis
- Provided Implementation Support of application releases
- Participated in requirements gathering and requirements review on customer site
- Assisted in building and reviewing complex testing matrices
- Prepared technical Proof of Concepts to provide customer-centric solutions via configuration and/or coding
- Worked with a modernization team to convert the Billing system from COBOL to Java by performing code reviews, code moves in SVN, builds and deploys via Jenkins
- Coded, tested and retrofitted Base coding fixes of low to moderate complexity into the current release of Java
- Design, write and review technical specifications

- DB2 database migrations & DB2 data conversions
- Wrote SQL queries for root cause analysis and test case documentation

**Senior Analyst Lead (Jan 2015- Sept 2009)**

- Provided Implementation Support of application releases
- Provided on-call Production Support for Billing, Claims and Policy
- Coded, tested and retrofitted Base coding fixes and enhancements of low to complex complexity into the current release of COBOL or Java
- Created SQL queries to identify volume of specific activity, created and installed new Base DB2 tables and modified existing Base DB2 tables
- Setup, Scheduled Data Driven Automated testing for Integrated and Model Office environments
- Customer facing liaison
- Trained junior developers and junior environment technicians on the system's components in the United States, India and Vietnam
- Identified program fixes in Java and COBOL and supervised the junior developers retrofits of Java code resolutions
- Travelled to various customer sites for on-site technical support and training

**Senior Programmer Analyst**

**Sept 2009 - Jan 1998**

**Programmer Analyst**

**Feb 1998 - Jan 1995**

- From the levels of Programmer to Senior Programmer Analyst, worked in both Billing Base Development and in Services with Property & Casualty applications: Billing, Client, Claims, Commissions, Disbursements, Policy and Security & Dynamic Entitlements.
- Resolved code issues in Base or Production environments as well as coded and tested simple to complex system enhancements in IBM Z/OS Mainframe COBOL and OS2 MicroFocus COBOL.

**Education**

Associates Degree in Information Technology from Midlands Technical College

**Technical Expertise**

Expert business knowledge of Billing processes for Property & Casualty carriers

Expertise in designing enhancements, creating, analyzing and validating detailed technical specifications

Expertise in DB2 relational databases - database migration, data conversion, data mapping, creating, altering tables for carriers, and writing SQL queries for data collection and reporting

Technical skill set includes: IBM z/OS Mainframe, MS SQL Server, TSO, COBOL, DB2, IMS, CICS, XPED, Interest, Endeavor, SCLM, File-Aid, Abend-Aid, z/Linux, Windows 7, Windows 10, Java, DB2 LUW, SQL Explorer, In-Sync, Microsoft Access, DB Viewer, Teradata SQL Assistant, Eclipse, Tortoise SVN, XML, Jenkins, WebSphere, WebSphere MQ, Postgres, ant, TBP, Automate, XML, Microsoft Visio, Visual Studio 2017, SAFE Agile Practitioner

**Community Service**

Girl Scouts Mountains to Midlands, Columbia, SC

**2012 – present**

- Girl Scout Volunteer
- Girl Scout Troop Cookie Manager

Richland County School District One Registered School Volunteer

**2012 - present**

Active member in the Ridge Road Community in Hopkins, South Carolina **2004 - present**

### 1.3 Open Meetings

All meetings of Council, which include committee, subcommittee, and advisory committee meetings, shall be open to the public except as provided for in Section 30-4-10 et.seq. of the South Carolina Code of Laws, 1976, as amended. All regular and special called meetings of Council will be broadcast on the County's website, unless circumstances make it impractical or impossible to broadcast such meeting. This could include technical issues, no access at a given meeting location (e.g., if a meeting is held someplace other than Council's normal meeting place, excessive costs) or other difficulty. All regular and special called meetings of Council will be video-recorded unless circumstances make it impractical or impossible to video-record such meeting. For the purposes of this Rule only, excessive costs shall mean costs beyond the normal cost for providing the broadcast.

Public notice of regularly scheduled meetings, special called meetings, and committee meetings will be given pursuant to in accordance with S.C. Code Ann. Section 30-4-80 of the South Carolina Code of Laws, 1976, as amended, "Notice of meetings of public bodies."

### 1.4 Closed Meetings Executive Sessions.

The Council may go into executive session after a motion to do so is made, seconded, and receives a majority plus one vote of those members present, as provided for under the South Carolina Freedom of Information Act, as amended.

The Chair shall, in announcing executive sessions pursuant to Section 30-4-70(a) of the Code of Laws of South Carolina, cite the specific code section supporting the executive session. In preparing the agenda, the Chair shall cite the specific code section and shall announce the specific purpose of the executive session.

For the purposes of this section, "specific purpose" means a description of the matter to be discussed as identified in items (1) through (5) of subsection (a) of Section 30-4-70 of the South Carolina Code of Laws, in such terms that the public could identify the parties to a contract, the person being appointed to a public body, the location of any real property being sold or purchased, the parties and specific subject upon which legal advice is being received, and the subject matter of any administrative briefing. In no event shall the Chair announce the name of a classified employee whose employment is being discussed in executive session or the location of any security devices.

The County Council may hold executive sessions for the purpose of hearing from local and/or state development boards concerning the location of industry when neither the name of the industry nor the location of the property is to be revealed.

In accordance with the South Carolina Freedom of Information Act, "[a] public body may hold a meeting closed to the public" for any of the purposes set forth in S.C. Code Ann. Section 30-4-70. The agenda shall state the reason for the Executive Session. Pursuant to 30-4-70 (b), before going into executive session Council shall vote in public on the question and when the vote is favorable, the Chair or presiding officer shall announce the specific purpose of the executive session. No action may be taken in executive session except to (a) adjourn or (b) return to public session.

Absent an emergency, electronic devices shall not be allowed during Executive Session. Any member requiring use of an electronic device during an emergency situation, shall request temporary use of such device from the Chair, whose decision shall be final.

### 1.5 Dates/Times

- a) Regular Meetings- Regular Meetings of County Council shall be held on the first and third Tuesday of each month at 6:00 p.m., and on other dates and at any other times determined by Council as part of Council's Annual Meeting Schedule approved prior to each calendar year (i.e., a "Regular Meeting" may be held other than on the first and third Tuesday of each month at 6:00 p.m., so long as such meeting is approved by Council as part of its Annual Meeting Schedule). Further, unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present, may schedule a regular meeting at other

times. “Good cause” includes, but is not limited to, consideration of County holidays, in which case Council may decide to adjust its meeting schedule accordingly.

- b) Special Meetings- Special Meetings may be called by the Chair or a majority of the members of Council provided that twenty-four (24) hours’ notice has been given to Council members and the public. The members of Council must be informed of the subject(s) to be discussed at a special meeting. While special called meetings, absent contrary authority, may be held for any purpose Council desires, two frequent reasons necessitating a special meeting include: 1) a special called meeting that is essentially the result of the rescheduling of a meeting that had been regularly scheduled but for whatever reason needs to be moved to a different date or time (i.e., a regular meeting held at a special time not originally scheduled); and 2) a special called meeting to take up a specific matter or matters (i.e.; a “limited purpose” meeting). A special called meeting that is in essence a regular meeting that has been moved to a time not originally scheduled should follow the agenda order set forth in Rule 1.7c) of these rules. A special called meeting that is for a “limited purpose” or “limited purposes” need not follow the agenda order set forth in Rule 1.7c) of these rules, but instead may follow an agenda that is as specific or general as may be necessary for Council to be informed of the purpose(s) of the limited meeting and to carry out the purpose(s) of the limited meeting.

Electronic Participation- During any Special Called meeting, not held in conjunction with a regularly scheduled Zoning Public Hearing and Planning Meeting, any Council member may participate in the meeting via electronic participation, as present for the purposes of a quorum. Any Council member participation electronically shall not be allowed to participate in executive session matters. Should an executive session be council member participating electronically may choose to abstain from a vote on the issue discussed in executive session.

No less than five Council members must be physically present to schedule a Special Called Meeting.

For the purposes of this section, “electronic” participation shall mean videoconferencing or teleconferencing which allows all persons participating in the meeting to hear each other at the same time (and, if videoconferencing, to see each other as well). Electronic participation shall only be allowed in a Special Called meeting of Council.

- (c) Zoning Public Hearing Meetings- Zoning public hearing meetings shall be held on the fourth Tuesday of each month at 7:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present. “Good cause” includes, but is not limited to, consideration of County holidays, in which case Council may decide to adjust its meeting schedule accordingly.

Rule 1.7

(c) 7)6 Citizen input:

(a) Agenda Items--Each person citizen who has signed the Agenda Items Input List to speak before Council may do so for up to 2 minutes; provided, however, the entire Agenda Items citizen input time shall not exceed 30 minutes, **except by leave of Council**. The Clerk shall be responsible for keeping the time for each speaker, and the timer shall not be started until after the speaker has stated his or her name and address. **Anyone who wishes to speak but did not sign up to speak, or signed up to speak on the wrong Input List, may be allowed to speak at Council’s discretion.** Input must pertain to items on the agenda for which no public hearing is required or has been scheduled. Individual members of Council shall not be referred to by name, but instead input should be directed to the full Council. Any material that a **speaker would like citizen intends** to present to Council, including audio and visual presentations, **should be provided to must be approved** by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. **The Chair will request that** in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, **that the speaker must provide to the Clerk of Council written authorization from such group, association, community, or citizen, prior to the meeting advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.** The Clerk will have available Council members’ contact information as listed on the County’s website. The Chair may advise **speakers citizens to coordinate speak** with or contact County staff as may be appropriate to the issue(s) raised by the speaker. **Rule 2.2, Preservation of Order, applies during Citizens Input. In addition, if it becomes clear that the item addressed or the speaker’s**

input bear no reasonable relationship to any matter over which Richland County has responsibility, the Chair may discontinue that input prior to the running of the time limit for speakers set forth herein.

**(b) Non-Agenda Items Input:** ~~Anyone~~ citizen who wishes to speak on an item not on the agenda or ~~introduce an item for consideration not currently under Council's consideration or~~ bring a concern to Council's attention may speak for no more than two minutes; provided, however, the entire Non-Agenda Items citizen input time shall not last longer than 30 minutes, **except by leave of Council.** The Clerk shall be responsible for keeping the time for each speaker, and the timer shall not be started until after the speaker has stated his or her name and address. **Anyone who wishes to speak but did not sign up to speak, or signed up to speak on the wrong Input List, may be allowed to speak at Council's discretion.** Input must pertain to items on the agenda for which no public hearing is required or has been scheduled. Individual members of Council shall not be referred to by name, but instead input should be directed to the full Council. Any material that a **speaker would like to** ~~citizen intends to~~ present to Council, including audio and visual presentations, **should be provided to** ~~must be approved by~~ the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present.

Items for which a public hearing is required or has been scheduled cannot be addressed at this time. Exceptions may be made with the consent of a simple majority of those Council members present. ~~The Chair will request that~~ in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, **that the speaker must provide to the Clerk of Council written authorization from such group, association, community, or citizen, prior to the meeting** ~~advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.~~ The Clerk will have available Council members' contact information as listed on the County's website. The Chair may advise speakers to coordinate ~~citizens to speak with~~ or contact County staff as may be appropriate to the issue(s) raised by the speaker. Rule 2.2, Preservation of Order, applies during Citizens Input.

In addition, if it becomes clear that the item addressed or the speaker's input bear no reasonable relationship to any matter over which Richland County has responsibility, the Chair may discontinue that input prior to the running of the time limit for speakers set forth herein.

## 2.1 Call to Order

The Chair shall call Council meetings to order at **their posted times** ~~6:00 p.m.~~ or as soon thereafter as practical on the first and third Tuesday of each month and, if a quorum is present, proceed to the meeting agenda. **The Vice Chair shall preside in the absence of the Chair. In the absence of the Chair and Vice-Chair, the most senior member in attendance shall preside.**

## [PROPOSED NEW RULE]

### 2.4 Censure

Recognizing the value and contributions of each member of Council, and that each member is elected by the people of a defined district and accountable to the people thereof, subject to removal only by the governor as provided for by State law, while at the same time realizing that the functioning of Council depends on the professionalism and civility of each member, in rare circumstances where a member's conduct so thoroughly transgresses Council's Code of Conduct described in Rule 2.2, Council may censure a member.

Prior to censuring one of its members, Council must pass a motion to commence censure proceedings. A motion to commence censure proceedings, having been made and properly seconded, requires a two-thirds vote of the full Council (i.e., at least 8 of Council's 11 members, whether a full Council has been seated or not, must vote to censure a member). If a motion to commence censure proceedings passes, Council shall hold a hearing on censure of the member named in the motion. The hearing shall be held at the next regular or special called meeting of Council, provided that a period of at least ten (10) days has elapsed from the date the motion to commence censure proceedings was adopted to the censure proceeding itself. In no event shall the hearing be held at the same meeting, or on the same day, as the adoption of the motion to commence censure proceedings.

At the hearing the Chair shall state the basis for censure, or may call upon any member who voted to commence censure proceedings to state the basis for censure if the basis is unknown to the Chair. The member subject to the censure proceedings shall have up to five (5) minutes to make an opening statement. Any member may then speak during the censure proceeding for up to five (5) minutes. No member may speak more than ~~twice~~ once during the censure proceeding absent leave of the Chair. The member subject to the censure proceedings shall have up to fifteen (15) minutes to speak in reply, but additional rebuttal time may be granted by the Chair.

At the conclusion of Council input as provided for herein, any member who believes censure is in order may make a motion to censure the member. If that motion does not receive a second, or, if seconded, it does not pass by a two-thirds vote of the full Council (i.e., at least 8 of Council's 11 members, whether a full Council has been seated or not), the matter is concluded and ~~there shall be no reference~~ it shall be noted in the record ~~to~~ that no impropriety has been found on the part of the member and that censure is not proper



having been censured. If a motion to censure is made and properly seconded, and receives at least eight (8) votes, the member shall be censured and the records of County Council shall so reflect. Once a member is censured on a matter, no other action is in order with respect to the same matter.

### 2.72.8 Vice Chair

The Vice Chair shall be elected either at the first regular or special called Council meeting in January or as soon thereafter as may be practical. The Vice Chair shall serve continuously until the following January unless removed by a two-thirds majority vote of the full Council. The Vice Chair shall preside in the absence of the Chair.

### 3.1 Seating

At the first regular or special called meeting in which January, after the election and seating of the Chair and Vice Chair of Council are elected as provided for in Rules 2.7 and 2.8, respectively, and immediately after such elections and seating of the Chair and Vice Chair, Council members shall select their seats based first on seniority in years of continuous service and then in alphabetical order.

## RULE IV: COMMITTEES

### 4.2 Ad Hoc Committees

Ad Hoc Committees will be appointed by the Chair on an as-needed basis and shall follow the same rules and procedures as the Standing Committees.

### 4.5 Meetings

Committees shall meet regularly in a room location designated by the Committee Chair; provided, however, that Ad Hoc Committees shall meet on an as-needed basis only at the call of such Committee's chair. No committee shall meet while the Council is meeting without special leave. No committee shall sit unless a quorum is present. No Council member shall be allowed under any circumstances to vote by proxy. Members of Council, whenever possible, shall make inquiries and requests for information at the Committee meetings. At the request of a member of the committee, members of the public may address a Committee with the permission of the Committee Chair and with the consent of the Committee; however, any material that a citizen intends to present, including audio and visual presentations, must be provided to must be approved by the Clerk of Council prior to the Committee meeting, except by leave of the Committee.

### 4.6 Legislative Action

Items referred to a committee for consideration shall be listed under one of the following categories: "Items for Action" or "Items for Information, Discussion, and/or Preliminary Action." Additional agenda categories (including, but not limited to, "Presentations," "Notifications," and "Items Pending Analysis") may be added to the agenda as needed for items not requiring immediate committee action.

- a) ITEMS FOR ACTION-For all items requiring action, the committee shall take one of the following actions by majority vote:
  - Recommend that Council approve the item, which may or may not include amendments or modifications to the original request;
  - Recommend that Council deny the item;
  - Forward the item to Council without a recommendation;
  - Defer consideration of the item to a future committee meeting;
  - Refer the item to another committee or commission; or
  - Table the item.
- b) ITEMS FOR INFORMATION, DISCUSSION AND/OR PRELIMINARY ACTION-For items on the agenda for information, discussion and/or preliminary action, the committee shall take one of the following actions by majority vote:
  - Direct the administrator to bring the item back for action at a specified committee meeting;
  - Defer consideration of the item until a specified committee meeting; or

- Receive the item for information or discussion purposes only, and dispose the item from the committee agenda;
- Items so removed will be reported as such by the committee to Council.
- Notwithstanding items 1 through 4 in this subsection, any item on the Administration and Finance (A&F) or the Development and Services (D&S) Committee agendas listed as an “Item Pending Analysis” must be resolved, tabled or otherwise disposed of within 100 days of that matter’s referral to the r D&S Committee.

## 5.2 Other Ordinances-Required Readings

With the exception of emergency ordinances, all ordinances, including those making supplemental appropriations, shall receive approval at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third readings. An ordinance shall be deemed passed upon third reading approval and thereafter can be rescinded only by a motion to reconsider or rescind that is made prior to approval of the minutes.

~~If an ordinance does not receive the three (3) readings required within a twelve-month period, it is dead. If the ordinance is reintroduced after the twelve-month period, it must be submitted to the three-reading process. Any ordinance that does not receive three reading approvals by Council may not be reintroduced for twelve (12) months from the date the minutes reflecting its denial (i.e., the final time the ordinance was read and did not pass) were approved, absent consent of two-thirds of the full Council.~~

## 5.3 Levying Tax/Incurring Debt/Amending Budget

Ordinances levying a tax or incurring indebtedness shall not be passed unless voted for on each reading by at least six (6) members in Council assembled and with appropriate back up material provided for each reading. ~~An amendment to the budget shall require at least a majority plus one vote [i.e., at least seven (7) members of Council].~~

## 5.5 Second Reading

~~Upon the second reading of an ordinance, the ordinance after all amendments and privileged motions have been disposed of, the question shall be placed on Council’s agenda the passage of the ordinance. Upon a decision in the affirmative, the ordinance shall take its place on the agenda for third reading at its next meeting or at other time as scheduled by Council; provided, however, there must be an interval of not less than seven (7) days between second and third readings.~~

Each ordinance affecting the expenditure of money by the County shall receive the affirmative vote of Council on each reading, ~~noting that and prior to receiving second reading;~~ the County Administrator’s comment shall inform Council regarding its effect on the finances of the County, ~~unless this requirement is waived by Council or the financial effect is evident on the face of the ordinance. Provided, however, this rule may not be invoked where the amount is shown in the ordinance.~~

## [PROPOSED NEW RULE]

### 5.19 Voting for Board and Committee Appointments

This method of voting is based upon Chapter XIII, Section 45, Robert’s Rules of Order, 11<sup>th</sup> Edition, and is to be used solely in circumstances where Council is called upon to vote on the appointment of members of boards, commissions or similar entities where there are more nominees under consideration than there are vacancies to fill. ~~Any Council member may make a motion to request a candidate be voted on individually.~~

This rule combines a recognition of the fact that plurality voting may be unavoidable in the initial stages of voting when considering a greater number of nominees than there are vacancies to fill, and majority voting once the number of nominees is drawn down to equal the number of vacancies by virtue of the voting process set forth herein.

Due to the complexity of this unusual but not unforeseeable situation, an example may be instructive.

Ex. If there are two (2) vacancies on a County board, and there are five (5) nominees, each Council member would be permitted to cast a vote for two (2) of the five (5) nominees to fill the two (2) vacancies.

In this event, the voting procedure shall be as follows.

- a) Each Council member shall be allowed to cast the same number of votes as there are vacancies to be filled. By way of further example, if three (3) vacancies exist, then each Council member would be permitted to vote for up to three (3) nominees, regardless of the total number of nominees.
- b) The Clerk to Council shall tabulate the votes.

- c) The nominee with the fewest votes will be removed from the slate of nominees, and the remaining nominees will be voted upon in what would be the next round of voting, with rounds to continue until enough nominees have been eliminated from consideration so that the number of nominees remaining equals the number of vacancies to be filled.
- d) If there is a tie among those with the fewest votes, then all nominees who are so tied will be removed from the slate of nominees, and the remaining nominees will be voted upon in what would be the next round of voting. Provided, however, if so many of the nominees are tied for the least votes, and dropping all of them from the remaining slate of nominees would result in not having enough nominees to fill all of the vacancies, then there shall be a runoff among all of the nominees so tied for fewest votes. The candidate with the fewest votes in the runoff will be dropped from the slate of nominees that had been tied for fewest votes. Once at least one of the originally tied nominees for fewest votes is eliminated by runoff among the fewest vote-getters, those remaining among the originally tied voters will be placed back among the nominees who did not receive the fewest votes, and voting shall continue in this fashion by round until there are the same number of nominees as there are vacancies. [E.g., three (3) nominees remaining for three (3) vacancies].
- e) Once Council arrives at a "slate" of nominees corresponding to the number of vacancies to be filled, it is in order for any member of Council to "nominate the slate" of nominees, which shall then be voted upon by Council in the form of a motion to approve the slate by "yea" or "nay," recorded electronically unless the electronic voting system is then inoperable or it is impractical to so vote. In this case, voting by show of hands shall be in order. The slate of nominees shall be approved by majority vote of Council members present and voting.

**5.265.24 Proclamations**

An individual council member may issue a Proclamation as an expression of his or her personal opinion or desire. The Proclamation shall be signed by the initiating council member ~~and by the Chairperson~~, and shall not require action by the Council.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Ashiya Myers	<b>Title:</b>	Assistant to the County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	April 28, 2022	<b>Meeting Date:</b>	May 17, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 11, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 10, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 10, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Rules & Appointments		
<b>Subject</b>	"Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business"		

**RECOMMENDED/REQUESTED ACTION:**

While staff maintains a neutral position as to the date of the Horizon meeting and subsequent delivery of completed agendas to the members of County Council by the close of business on the Thursday, staff seeks direction as to the Council’s desire to maintain the Thursday delivery date or to revert to the Friday delivery date.

Staff also requests consideration be given to establishing a rule which governs the scheduling of ad hoc committees to allow staff adequate time to prepare documentation for Council/Committee consideration.

Staff also seeks clarification regarding the definition of “final” relative to the agenda itself.

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:**

There is no associated fiscal impact.

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

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

“...the committee recommends to change the Horizon meeting to Tuesday and move the delivery of agendas to Council on Thursday, on a trial basis, beginning in September 2021 and ends in December 2021”

Council Member	Bill Malinowski
Meeting	Regular Session
Date	April 6, 2021

**STRATEGIC & GENERATIVE DISCUSSION:**

At its April 06, 2021 Regular Session meeting, County Council supported the Rules & Appointments Committee’s recommendation to change the Horizon meeting to Tuesday and move the delivery of agendas to the members of County Council on Thursday by the close of business, on a trial basis, beginning in September 2021 and ending in December 2021. Staff has continued to deliver agendas on Thursday, but it seeks direction as to the Council’s desire to maintain the Thursday delivery date or to revert to the Friday delivery.

To accommodate the Thursday delivery, staff has modified its timeline for the preparation, review, and vetting of documents that may appear before the members of County Council. Documents for standing Committee consideration are now due to the Office of the County Administrator no fewer than fourteen (14) working days prior to the scheduled meeting date.

Central Services staff prefers the Thursday delivery date as it allows the staff to “catch up” on those operations impacted by scheduling the hand delivery of agendas to members of Council. A Friday delivery date often results in staff having to work on Saturday.

The Clerk to Council office maintains its average of six hours of transcription per one meeting hour. Additionally, staff of the Clerk’s office indicates it is difficult to complete the minutes and provide any updated backup documentation if the meetings are back-to-back. Thursday agenda delivery also allows Council members and staff to request changes to the agenda, negating the intent of having the agendas delivered earlier.

The County Attorney’s office maintains a 15 business day review timeline for all documents; however, documents for Council consideration are a limited exception.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Presently, staff prepares informative documentation for the following standing and ad hoc committees:

Administration & Finance (A&F)	Office of Small Business Opportunity Ad Hoc
Development & Services (D&S)	Pinewood Lake Ad Hoc
Rules & Appointments	Renaissance Ad Hoc
Coronavirus Ad Hoc	Sewer Ad Hoc
Detention Center Ad Hoc	Strategic Planning Ad Hoc
Dirt Road Ad Hoc	Transportation Ad Hoc

From 2019 to present, staff averages the preparation, review and vetting of eleven (11) documents per month for the standing committees (A&F; D&S). If we assume an average of an hour per person to author, vet, and review, each document requires five (5) total working hours (authoring, vetting by the County Attorney’s Office, Finance Department, and the Office of Budget and Grants Management, review by the appropriate Administration designee).

Council Rule 4.4 only establishes document due dates for the standing committees; however, ad hoc committee documents are not explicitly governed by the same rule. Ad Hoc committees do not have set meeting dates and times as meetings are scheduled at the pleasure and availability of the committee’s members.

Often, ad hoc committee meetings are called with fewer than the fourteen (14) working days for staff to prepare requested and/or necessary supporting documentation for the committee’s consideration. This increases the number of documents to be prepared, vetted, and reviewed in addition to those for the standing committee meetings. This also requires the preparation of minutes by the Clerk of Council’s office for the ad hoc committee’s review and consideration.

To ensure adequate preparation, vetting, and review of ad hoc committee documentation, staff recommends further amending the existing Council rule 4.4 as follows:

*Appropriate written backup material for all items of business that are to be included in ~~the Administration and Finance or Development and Services Committee~~ any and all standing and/or ad hoc committee-agendas must be delivered electronically to the County Administrator’s Office no later than 5:00 p.m. on the date two weeks prior to the committee’s scheduled meeting date.*

Staff also recommends converting to completely digital agenda delivery to ensure each member receives the most current, up-to-date version thereof. Agendas are currently provided physically and digitally to each member of Council. Therefore, changes to the agenda due to the introduction of time sensitive items (i.e. pending litigation or other legal matters) after staff prints the agenda may result in those who rely upon hardcopy agenda documents to not have the most current copy of the agenda. Converting to a digital agenda will also result in a cost savings relative to printing materials (toner/ink, paper, etc.) as well as fuel savings (fuel used by Central Services’ staff to deliver agendas).

Additionally, staff requests clarification on the meaning of “final.” Specifically, does “final” refer to the agenda which meets the Freedom of Information Act (FOIA) statues or does “final” refer to the established date of print?

**ATTACHMENTS:**

1. Click or tap here to enter text.



## Sec. 2-332. Boards, commissions and committees created.

The following boards, commissions and committees are hereby established and recognized:

(a) *The Board of Trustees of the Columbia Township Auditorium.*

- (1) The board shall consist of seven (7) members residing in the county, appointed by the council for a term of five (5) years.
- (2) The board shall perform all duties provided by law.

(b) *The Richland County Planning Commission.*

(1) The commission shall consist of not less than five (5) or more than nine (9) members, appointed by the council for a term of four (4) years. Any person who is appointed to the commission after September 1, 2006 must reside in Richland County. In appointing members to the commission, council shall give due consideration as to whether applicants live in an incorporated or unincorporated area of the County.

- (2) The commission shall perform all duties provided by law.

(c) *The Richland-Lexington Riverbanks Parks Commission.*

- (1) Two (2) members of the commission shall be appointed by the council, for a term of six (6) years.
- (2) The commission shall perform all duties provided by law.

(d) *The Board of Trustees of the Richland Memorial Hospital.*

(1) The board shall consist of 14 members and the chief and vice chief of staff shall serve ex officio. Each member of the board shall be appointed by the county council for a term of four years, or until his or her successor is appointed. Provided, however, the terms of all current board members shall expire on December 31st of the last year of their current term. Thereafter, each term of office shall begin on January 1st of the first year, and expire on December 31st of the fourth year.

- (2) The board shall perform all duties provided by law.

~~(e) *The Economic Development Commission.* The commission shall consist of twelve (12) members, of which three (3) shall be appointed by the council for a term of three (3) years. Other appointive bodies include Lexington County, Fairfield County, Chamber of Commerce and city council with each nomination to be confirmed by all appointive bodies. Meetings at call.~~

(f) *East Richland Public Service District.* The public service district shall consist of five (5) members appointed by the governor upon the recommendation of the county council for five (5) year terms. Members shall be electors or residents of the district, and at least one member shall be a resident of each incorporated municipality within the districts. Meetings at call.

~~(g) *Richland County Youth Commission.*~~

~~(1) *Creation.* There is hereby created the Richland County Youth Commission, which shall be appointed by majority vote of the county council and shall function in an advisory capacity. The commission shall be comprised of concerned citizens from diverse backgrounds who are committed to improving the quality of life for young people in Richland County. This advisory commission shall be an advocate for the youth of this county.~~

~~(2) *Membership.* The youth commission shall consist of thirteen (13) members, all of whom shall be residents of the county; at least one (1) member to be appointed from the clergy; at least one (1) member to be a representative of the South Carolina Department of Youth Services, upon recommendation of the commissioner; at least one (1) member from the Richland County Sheriff's Department, upon recommendation by the Richland County Sheriff; at least one (1) member who is a resident of Richland County School District One; at least one (1) member who is a resident of Richland County School District Two; two (2) members attending high school (grades 9-12) in Richland County; and the remaining six (6) members at large.~~

~~(3) *Terms.* The term of office of each commissioner shall be for a period of four (4) years, or until his successor is appointed and qualified; however, the initial appointment shall be made in staggered terms. The six candidates receiving the most votes shall be appointed for four (4) years, and the five (5) remaining candidates shall be appointed for two (2) years.~~

~~(4) *Structure.* The commission shall develop and adopt its own bylaws, subject to final approval by the county council. The commission shall elect annually a chairman, vice chairman, secretary, and treasurer.~~

~~(5) *Meetings.* The commission shall meet at such times and places as provided in its bylaws but shall hold at least one (1) meeting each month. All meetings shall be conducted pursuant to, and in compliance with, the South Carolina Freedom Act.~~

~~(6) *Duties and responsibilities:*~~

- ~~a. Identify youth-related problems or potential problems. In this regard, the commission shall:~~
  - ~~1. Become well informed on the problems facing youth in the community;~~
  - ~~2. Coordinate with other local groups/agencies who serve youth, such as private, nonprofit agencies or government groups;~~
  - ~~3. Hold public forums, conduct community surveys, contact local law enforcement personnel, and meeting with community leaders;~~
  - ~~4. Actively seek youth involvement and input.~~

~~b. Implement a program to increase the awareness of the general population and elect officials of the needs and problems facing youth and their families. In this regard, the commission shall:~~

~~1. Support the efforts of other organizations in publicizing youth issues and problems; and~~

~~2. Become advocates for improvement of services and programs for youth.~~

~~3. Research successful model youth programs and make recommendations to county council for consideration and implementation in the county.~~

~~4. Seek and administer federal, state and private funding for commission operations and for projects proposed by the commission pursuant to the powers enumerated herein.~~

(h) *Richland County Conservation Commission.*

(1) *Creation.* There is hereby created a commission to be known as the Richland County Conservation Commission, which shall have the structure, organization, composition, purposes, powers, duties, and functions established hereinbelow.

(2) *Structure, organization, and composition of commission.*

a. The Richland County Conservation Commission shall consist of 11 members. Each member of Richland County Council shall appoint one person to represent their respective Council district, and the term of the member of the Commission shall be coterminous with the term of the appointing Council member. Provided, however, that if a vacancy shall occur on Council, the member of the Commission appointed by the vacating Council member shall complete his/her term.

b. Officers of the Commission shall consist of a Chairman, Vice Chairman, Secretary-Treasurer, and such other officers as may be elected by a majority vote of the Commission. The officers of the Commission shall be elected by the Commission each year for terms of office that shall commence on January 1 of the following year. Officers shall serve terms of one (1) year and shall continue in office until their successors are elected and qualify.

c. The members of the Commission, including officers, shall serve without pay but may be reimbursed for travel and other incidental expenses incurred in connection with the Commission's responsibilities; however, such reimbursement shall be subject to compliance with ordinances, policies and procedures established by the Richland County Council governing the reimbursement of expenses for county boards, agencies and commissions.

(3) *Parliamentary procedure; minutes.* The Commission shall adopt by-laws and rules of procedure, which are not inconsistent with Roberts Rules of Order, the laws of the State of South Carolina, and the Richland County Code of Ordinances. The Commission shall maintain records and minutes of its proceedings and meetings.

(4) *Meetings; attendance.* The Commission shall meet at least quarterly. The chairman or a majority of the members of the Commission may call a special meeting of the Commission at any time. A member of the Commission who shall be absent for 50% or more of the meetings of the Commission during any 24-month period shall be deemed to have forfeited their membership and shall be removed without further action by the Commission or the County Council.

(5) *Ex-officio members.* The Commission may, by majority vote of the members, elect ex-officio members of the commission for terms of one (1) year. Ex-officio members of the commission may participate in discussions of policy or other matters of importance to the Commission but shall not be permitted to vote on any other matter coming before the commission. Ex-officio members of the Commission shall not be counted in determining the existence of a quorum at any meeting of the commission.

(6) *Purposes and objectives.* The purposes and objectives of the Richland County Conservation Commission shall be as follows:

a. To promote the conservation of natural resources;

b. To promote the development and preservation of historical resources;

c. To promote passive, outdoor, nature-based recreation;

d. To promote tourism, emphasizing the natural, cultural, and historical resources of Richland County;

e. To promote efforts to improve the appearance of Richland County;

f. To educate the public as to the benefits of conservation;

g. To foster civic pride in the beauty and nobler assets of the county;

h. To, in all ways possible, assure a functionally efficient and visually attractive county in the future;

i. To support policies that protect the general appearance of all buildings, structures, landscaping and open areas of the county; and

j. To undertake such studies, plans, activities, and projects as may, from time to time, be assigned to the Commission by the County Council.

(7) *Plan for protection; list of significant resources.*

a. The Commission shall prepare and submit annually to the County Council a plan for the protection of significant resources in the county. Such plan shall include a list of significant natural, cultural, or historical resources in the county, which are recommended to the County Council for acquisition, lease, or development. A financing strategy shall accompany each recommendation, with emphasis being placed upon minimizing the utilization of public monies and maximizing the utilization of other sources, such as grants, public

donations, etc.

b. The plan may provide various recommendations and approaches for the protection of natural, cultural, or historical properties or resources, including:

1. Purchase of resources for public ownership or other protective ownership;
2. Purchase of resources for resale;
3. Acquisition of conservation easements to protect resources;
4. The development of, access to, or restoration of properties or resources;
5. Acceptance by donation or bargain sale of properties or resources;
6. The negotiation of leases or conservation easements;
7. The maintenance, preservation, protection, identification or development of natural, cultural or historical properties or resources;
8. Other plans, methods, or approaches for the identification, acquisition, purchase, lease, preservation, protection or development of natural, cultural or historical properties or resources.

c. Provided, however, that the power of eminent domain shall not be exercised by the Council nor the commission for the acquisition of any property recommended for protection by the commission. Any purchase, lease, acceptance, acquisition, protection, development, or maintenance of land, as referenced in subsection b.(1-8) above, shall only be received from a willing property owner who voluntarily consents to such participation.

d. The Richland County Council may adopt the list of significant resources submitted by the commission, in whole or in part, and may add to or delete additional properties and significant resources to the list of significant resources submitted by the commission. The list shall be reviewed and, if necessary, amended not less than annually by the commission. No assets or revenues allocated or appropriated to the Richland County Conservation Commission Fund shall be used to acquire, purchase, lease, protect, preserve, identify, or develop property not included on the list of significant resources approved by the County Council. Provided, however, property owners may notify the commission, in writing, that they do not want the commission to consider their property for preservation and/or protection. The commission shall maintain a file of such written notifications, and those properties shall not be considered for inclusion on the list of significant resources that is submitted to the County Council.

e. The plan for the protection or preservation of significant resources in the county may include plans and recommendations for the protection of the following resources:

1. Open space and significant scenic views;
2. Prime agricultural land;
3. Recreation land for hunting, fishing, water access, and trails;
4. Wildlife habitat;
5. Sensitive ecological land;
6. Historic buildings, sites, or landscapes;
7. Other properties or resources determined by the County Council to be significant for natural, cultural, or historical preservation.

f. In the process of developing the plan, the commission shall have the authority to coordinate activities of volunteers, organizations, business and corporate entities and government agencies for the identification, conservation, preservation and development of natural, cultural and historical resources in the county; encourage such planning activities and development as may be necessary or advisable to promote, identify, acquire, lease, conserve, maintain and develop natural, cultural and historical resources in the county; and, in conjunction with cultural and other agencies, entities or individuals, identify, acquire, lease, maintain, preserve and develop natural, cultural and historical resources in the county.

(8) *Conservation easements.*

a. Any landowner desiring to obtain an endorsement by the Richland County Council for the granting of a conservation easement to a qualified organization, exclusively for conservation purposes, shall submit an application to the Commission, along with the appropriate user fee as described in subparagraph d. below.

b. Upon review of the application, the Commission shall prepare a report for Council concerning the features and characteristics of the subject property and the conservation easement. The report to Council shall:

1. Identify the conservation values of the parcel that justify the interest by Richland County. Conservation values are characteristics of property, which because of their ecological, historic, scenic, or open space value, are essential to the continued integrity of Richland County; and
2. Indicate that the conservation easement protects in perpetuity all aspects of the parcel with conservation value; and
3. Indicate that any developments proposed by the owner on non- conservation aspects of the parcel would not disturb the conservation values of the parcel; and

4. Indicate that the Donee organization to hold the easement has sufficient credibility and resources to adequately monitor and enforce the easement and has been approved by the Commission.

c. Upon receipt of this report, County Council shall make a finding that such easement furthers a “significant public benefit”. No conservation easement shall be accepted or endorsed unless the easement fulfills a “significant public benefit”, defined as:

1. Recreation or education of the public (this requires that the public have free access to the land); or
2. Protection of an important watercourse or natural habitat of fish, wildlife, or plants; or
3. Preservation of historically important land or structures; or
4. Preservation of open space for the scenic enjoyment of the public or pursuant to a clearly delineated governmental conservation policy; provided that such preservation will yield a significant public benefit, such as:
  - (i) Furthering a county or municipal green space plan, of which the donor’s conservation easement will be an integral part; or

(ii) The easement will protect open space, the view of which can be and is enjoyed by the public from vantage points on adjacent or nearby property (e.g. from a road or adjoining public land), and that the protection of this viewshed will yield a significant public benefit.

d. In order to offset the costs incurred by the Commission and Council in evaluating the application for endorsement and in making the actual endorsement, each applicant shall pay a required user fee to the County. Such user fee shall be an amount equal to 2% of the appraised value of the property being donated for conservation purposes, as reflected in the records of the Richland County Tax Assessor, or five hundred (\$500.00) dollars, whichever is greater.

(9) *Richland County Conservation Commission Fund.*

a. The Richland County Conservation Commission Fund is hereby established as a separate and segregated fund for the purpose of funding projects and activities of the Richland County Conservation Commission approved by the Richland County Council. Such fund shall consist of all funds appropriated by the Richland County Council, all gifts of land, cash or other assets made to the county for the purposes and objectives stated herein, and all other grants or other public or private revenues or gifts, with interest thereon, for such purposes.

b. The Richland County Council may make annual appropriations to the fund, and all funds appropriated shall be used solely and exclusively for the purposes stated herein. Unexpended or unused assets and funds shall be maintained in the Richland County Conservation Commission Fund and used solely for the identification, acquisition, lease, protection, maintenance and development of natural, cultural and historical property and resources identified on the list of significant resources developed by the Richland County Conservation Commission. Fund balances not expended during any fiscal year shall be carried forward for the identification, acquisition, lease, protection, preservation or development of resources listed on the commission’s list of significant resources.

c. All property or interests in property to be used by or for the Richland County Conservation Commission Fund shall be transferred to the county by the persons or entities owning title thereto, and all real property used, acquired or leased for commission purposes shall be owned, purchased, leased, held, conveyed, or disposed of in the name of the county by the Richland County Council. All such property or interests in property shall be listed on a fixed asset ledger, which shall be maintained. Such ledger shall show the value of property or interests in property acquired, leased, held, owned, preserved, protected, maintained, or developed, in whole or in part, from funds allocated from the Richland County Conservation Commission Fund.

(i) *Reserved.*

(j) *Richland County Hospitality Tax Advisory Committee.*

(1) *Creation.* There is hereby created a Richland County Hospitality Tax Advisory Committee.

(2) *Membership.* The Richland County Hospitality Tax Advisory Committee shall consist of five (5) members who shall be appointed by majority vote of the Council. All members must be interested citizens residing in the County, and at least two members must be representative of the restaurant industry.

(3) *Responsibilities.* The Richland County Hospitality Tax Advisory Committee shall review applications of those entities who are seeking funding from the County Promotions portion of hospitality tax funds. The Committee will then make recommendations to County Council for the allocation and distribution of such funds.

(4) *Terms of Members; Election of Chairperson; Meetings.*

(a) The Committee members shall serve a term of two years or until his or her successor is appointed.

(b) The Committee shall elect a chairperson.

(c) The Committee shall meet at such times and places as determined by the Chairperson, but shall hold at least one meeting each calendar year. The County Administrator shall assign staff to assist the Committee in making its recommendations to County Council. All meetings of the Committee shall be conducted in compliance with the South Carolina Freedom of Information Act.

(k) ~~*Richland County Transportation Study Commission.*~~

~~(1) *Creation.* There is hereby created a Richland County Transportation Study Commission.~~

~~(2) *Membership.* The Richland County Transportation Study Commission shall consist of thirty-nine (39) members who shall be~~

~~appointed as follows: 11 members, 1 from each member of County Council; 7 members, 1 from each member of Columbia City Council; 4 members, of which 1 shall be appointed by Lexington County Council, 1 shall be appointed by West Columbia City Council, 1 shall be appointed by Cayce City Council, and 1 shall be appointed by the Springdale Town Council; and 17 members, as recommended by the Richland County Rules and Appointments and approved by a majority vote of Richland County Council. No elected officials shall be appointed to this Commission.~~

~~(3) *Terms of Members; Sub-Committees; Election of Chairperson; Meetings.*~~

~~(a) A Commission member shall serve a term of two (2) years or until his or her successor is appointed.~~

~~(b) The Commission shall consist of four (4) sub-committees, and an at large membership, as follows:~~

~~1. An Executive sub-committee, which shall be composed of seven (7) members; and~~

~~2. A Greenways and Bike Paths sub-committee, which shall be composed of seven (7) members; and~~

~~3. A Roads sub-committee, which shall be composed of ten (10) members; and~~

~~4. A Transit sub-committee, which shall be composed of fourteen (14) members.~~

~~5. In addition, sixteen (16) members shall be appointed as at large members; provided that fifteen (15) of the at large members shall also be appointed to one of the sub-committees referenced above.~~

~~(c) The Commissions chairperson, co-chairperson, and those members to serve on the Executive sub-committee of the Commission, shall be appointed by a majority vote of Richland County Council.~~

~~(d) Each sub-committee shall elect a chairperson by a majority vote of its respective membership.~~

~~(e) The Commission shall meet at such times and places as determined by the Chairperson, but shall hold at least one meeting each calendar month. All meetings of the Commission shall be conducted in compliance with the South Carolina Freedom of Information Act.~~

~~(4) *Responsibilities.* The Richland County Transportation Study Commission shall study the long-range transportation needs of Richland County, including the current bus system and other modes of public transit. The Commission shall also assess the highway and road improvements that are needed to alleviate congestion that will allow people and goods to move through the County efficiently. This study shall include incentives for development throughout the County that is conducive to public transit, and shall include projects to alleviate congestion, including, but not limited to, Lower Richland Connector and Clemson Road. In addition, the Commission shall develop a plan to make Richland County more pedestrian and bicycle friendly. The Transportation Study Commission shall submit an interim report to Richland County Council in May 2007 and in November 2007. A final report shall be submitted to Richland County Council in May 2008. Copies of these reports shall be submitted to all local governments within the service area. Any consulting services that may be needed to assist the Commission with their responsibilities shall be managed by the Richland County Procurement Department (for example, RFPs). The Executive Committee of the Commission shall review the applications and make a recommendation to Richland County Council before a contract is awarded.~~

~~(1) *Richland County Business Service Center Appeals Board.*~~

~~(1) *Creation.* There is hereby created a Richland County Business Service Center Appeals Board.~~

~~(2) *Membership.* The Business Service Center Appeals Board shall consist of five members who shall be appointed by majority vote of the Council. The five-member board shall be comprised of no more than three and no less than two Certified Public Accountants, no more than two and no less than one member of the S.C. Bar Association, and no more than two and no less than one other business person, defined as a person who either owns their own business or has an executive role in a business. All members must be interested citizens residing in Richland County.~~

~~(3) *Responsibilities.* The Richland County Business Service Center Appeals Board shall serve as the appeals function expounded in the Richland County Code of Ordinances, Chapter 16, Article I. The Board will hear appeals resulting from any person aggrieved by a final assessment, charge backs from an audit, or a denial of a business license by the License Official. In that capacity and as a finder of fact, the Appeals Board shall have the following responsibilities:~~

~~a. Adopting procedures relating to the execution of the Appeal's Board function;~~

~~b. Receiving written appeals from businesses;~~

~~c. Holding meetings to receive testimony by the business, the Business Service Center official, and any other official approved by the Appeals Board;~~

~~d. Reviewing and analyzing the information presented in the testimonies provided;~~

~~e. Making a factual conclusion as to the issue in question based upon the review and analysis; and~~

~~f. Writing a formal determination regarding the decision made as to the issue in question.~~

~~(4) *Terms of Members; Election of Chairperson; Meetings.*~~

~~a. The term of office of the chairperson and each member of the Appeals Board shall be four (4) years. However, in making the initial appointments, two members shall be appointed for an initial term of four years, two members for an initial term of three years, and one member shall be appointed for an initial term of two years. Thereafter, their successors shall be appointed for terms of four years, or for the balance of any unexpired term. Members may be reappointed for a consecutive, second term, for four years. After this second~~

term, a member may be reappointed for a third term, but only after two years has elapsed from the last day of the last term served. The County Council may terminate for just cause any Board members' terms of office.

- b. The Committee shall elect a chairperson.
- c. The Committee shall meet whenever an appeal is made, at such times and places as determined by the Chairperson.

(m) *Appointment of members of county athletic commission.*

(1) The county council, pursuant to the provisions of Act No. 48 of 1991, hereby assumes the appointive powers over the county athletic commission. There shall be five (5) members of the commission who shall be appointed as follows:

- a. One member who resides in County Council District 1, 2, or 7;
- b. One member who resides in County Council District 8 or 9;
- c. One member who resides in County Council District 3 or 4;
- d. One member who resides in County Council District 5 or 6;
- e. One member who resides in County Council District 10 or 11.

(2) The members of the commission shall be appointed for four year terms and until their successors are appointed qualify.

~~(n) *Duties of local emergency planning committee.* The duties of the Richland County Local Emergency Planning Committee are hereby expanded to include the following:~~

~~(1) Ensure the full implementation of the Superfund Amendments and Re-authorization Act of 1986 (SARA), Title III be accomplished as quickly as possible.~~

~~(2) Make recommendations for hazardous materials code uniformity within Richland County and all municipalities within Richland County.~~

~~(3) Review environmental impact statements submitted by business handling environmentally sensitive materials.~~

~~(4) Develop facility inspection frequency recommendations based on inventory and release history.~~

~~(5) Make recommendations to insure the cooperation of all public safety and inspection agencies before, during, and after hazardous materials inspections.~~

~~(6) Make recommendations on planning and zoning ordinances for industries that produce, store, or transport hazardous materials. Develop recommendations for safe distances between residential areas and hazardous industries.~~

~~(7) Explore the possibility of adjacent jurisdictions adopting interlocal agreements, with mutual review of projects with regional impact.~~

~~(8) Develop recommendations for financial responsibility requirements for industries that manufacture, store, or transport hazardous materials.~~

~~(9) Develop a system of regulating local transportation of hazardous materials within the provisions of state and federal law.~~

~~(10) Develop a system to assist the facility planning process and require such a document be on file with the local emergency planning committee.~~

~~(11) Develop an outline for the permitting process of environmentally sensitive business.~~

~~(12) Conduct a study of crimes against the environment.~~

~~(13) Develop a cost recovery program to assist state and local government to recover cost expended in hazardous materials incidents.~~

~~(14) Explore shortfalls and gaps in hazardous waste regulations.~~

~~(o) *Disabilities and special needs board.*~~

~~(1) *Board.* There is hereby created the Richland/Lexington County Disabilities and Special Needs Board with powers, duties, responsibilities, and functions set forth herein.~~

~~(2) *Purpose.* It is the purpose of the Richland/Lexington County Disabilities and Special Needs Board to develop, provide, coordinate, improve and operate community based programs serving persons with disabilities and special needs or other related disabilities with a view toward developing their respective mental, physical and social capacities to their fullest potential.~~

~~(3) *Membership.* The board shall be composed of fifteen (15) members, at least five (5) of whom shall be resident electors. The board shall be appointed by the governor of the State of South Carolina upon recommendation of the majority of the county legislative delegation. Persons with a demonstrated interest and background in disabilities and special needs and/or human services shall be recommended for appointment.~~

~~(4) *Terms.* The terms of the members shall be for four (4) years until their successors are appointed and qualify, except that of the first appointed: One (1) shall be appointed for one (1) year; two (2) for two (2) years; two (2) for three (3) years; and two (2) for four (4) years. Vacancies shall be filled for any unexpired terms in the same manner as original appointments. Any member may be removed by~~



~~the appointing authority for neglect of duty, misconduct or malfeasance in office or for missing three (3) consecutive meetings after being given a written statement of reasons and an opportunity to be heard.~~

~~(5) *Meetings and requirements.* The board shall open all regular meetings to the general public. No fewer than four (4) meetings per year shall be held. Special meetings may be called, with reasonable notice given to other members.~~

~~(6) *Bylaws.* The board will establish its own bylaws. On an annual basis, it will elect a chairperson, a vice chairperson, a secretary and a treasurer.~~

~~(7) *Insurance.* The board will maintain at all times, workers compensation insurance on its employees and a policy of liability insurance in the amount of one million dollars (\$1,000,000.00) covering all employees and board members. The premiums for this coverage shall be the responsibility of the board. Richland County shall be listed as an insured under the policy of liability insurance. The board shall furnish a copy of the current insurance policies to county council and will keep current copies of the policies on file at all times.~~

~~(8) *Duties.* The board shall:~~

~~a. Be the administrative, planning, coordinating, evaluative, and review body of services to persons in the county who are mentally retarded or have other related disabilities; the board shall be funded in part or in whole by appropriations for the South Carolina Department of Disabilities and Special Needs.~~

~~b. Submit an annual plan and projected budget to the South Carolina Department of Disabilities and Special Needs for approval and consideration of funding.~~

~~c. Review and evaluate, on at least an annual basis, county mental retardation and related disability services provided pursuant to this ordinance and report its finding and recommendations to the South Carolina Department of Disabilities and Special Needs and county council.~~

~~d. Promote and accept local financial support for Richland County programs from funding sources such as businesses, individuals, industrial and private foundation, voluntary agencies, governmental and other lawful sources and promote public support from municipal and county sources.~~

~~e. Employ personnel and expend its budget for the direct delivery of services or contract with those services vendors necessary to carry out county mental retardation or related disability service programs, which shall meet those specifications prescribed by the South Carolina Department of Disabilities and Special Needs.~~

~~f. Plan, arrange, and implement working agreements and contract with other human service agencies, both public and private, and with educational and judicial agencies.~~

~~g. Provide the South Carolina Department of Disabilities and Special Needs and the county council with such records, reports, and access to its sponsored services as the South Carolina Department of Disabilities and Special Needs and the county council may require and submit its sponsored services and facilities to licensing requirements of the South Carolina Department of Disabilities and Special Needs of the licensing requirements of other state or local agencies having such legal authority.~~

~~h. Buy, sell, mortgage, pledge, encumber, lease, rent, and contract with respect to real and personal property, from funds payable out of any revenues of the county disabilities and special needs board, and shall not obligate the full faith, credit, and taxing power of the county.~~

~~i. Provide a public forum to which individuals or groups may present any concerns or appeal a dispute or disagreement with a provided agency or service.~~

~~(p) *Duties of the Midlands Commission on homelessness.*~~

~~(1) The Midlands Commission shall be appointed from the civic and business community and shall be composed of seven (7) persons, each of whose leadership has demonstrated an interest in the needs of the homeless population of central South Carolina. Three (3) of the members of the Commission shall be appointed by the Mayor and City Council of the City of Columbia and four (4) of the members of the Commission shall be appointed by the County Council of the County of Richland, State of South Carolina. One of the four members of the Commission appointed by the County of Richland shall be the designee of the Consortium For The Homeless serving central South Carolina. The members shall serve for terms of three (3) years and until their successors are appointed and qualified, except that the first appointments shall be as follows: three (3) for three (3) years; two (2) for two (2) years; and two (2) for one (1) year. No Commission member shall be eligible for appointment following service as a Commissioner for one (1) year following the expiration of any full term of service as a Commissioner.~~

~~(2) Immediately upon the appointment of the Commission, it shall organize by electing one of its number as Chair, a second as Vice Chair, and a third as Secretary. The officers of the Commission shall hold office for terms of one (1) year and until their successors shall be chosen and qualified. It shall be the duty of the Commission to see that a record of the appointees to the Commission shall be filed in the office of the Clerk of County Council for Richland County, and the office of the Clerk of the City Council of Columbia, so as to indicate the persons holding office as members of the Commission and the duration of their respective terms. No member of the Commission shall receive any compensation for his or her services as a member of the Commission. Membership on the Commission shall not be construed to be an office of honor or profit.~~

~~(3) *Duties.*~~

~~a. To act as an advocate for the needs of the homeless population in central South Carolina;~~



- ~~b. To identify resources necessary to address the needs of the homeless population of central South Carolina;~~
- ~~e. To encourage coordination in the planning for and delivery of services to the homeless population in central South Carolina.~~
- ~~d. To the greatest extent possible, work in conjunction with the Consortium for the homeless and other entities serving the needs of the homeless.~~

~~e. To conduct its affairs in a fiscal year beginning July 1 and ending June 30. As shortly after close of its fiscal year as may be practicable, an audit of its affairs shall be made. Copies of such audit, incorporated into an annual report of the Commission, shall be filed with the Clerk for the County Council of Richland County, State of South Carolina, and the Clerk for the City Council of Columbia, State of South Carolina.~~

~~(4) Reasonable administrative assistance to the Commission shall be provided for by the City of Columbia in conjunction and cooperation with the County of Richland.~~

~~(5) Any action required of the Commission may be taken at any meeting of the Commission, regular or special, and at any such meeting a majority of the members of the Commission shall constitute a quorum for the purpose of transacting the business of the Commission.~~

(q) *Internal Audit Committee.*

(1) *Creation.* There is hereby established an Internal Audit Committee which shall have the structure, organization, composition, purposes, powers, duties, and functions established below.

(2) *Membership; terms.* The Internal Audit Committee shall be comprised of five members of Council (the Council Chair, the A&F Committee Chair, the D&S Committee Chair, the Economic Development Committee Chair, and the Rules and Appointment Committee Chair), two citizens appointed by a majority vote of the Council at large, and an employee appointed by the County Administrator. The citizens' and the employee's terms shall be one year in length, with up to three term renewals permitted. The Council members' terms shall be for as long as they serve in the capacity of Council Chair or Committee Chair.

(3) *Duties and responsibilities.*

a. The Internal Audit Committee shall develop with the Internal Auditor, for recommendation to the full Council for approval by majority vote, an audit schedule (which shall include areas to be reviewed, their priority and the timelines for completion), audit progress, audit follow-up, and special needs; and shall work to assure maximum coordination between the work of the Internal Auditor and the needs of the chief executive officer, the legislative body, and any other contractually hired auditors, as necessary or appropriate.

b. The Internal Audit Committee shall review, for recommendation to Council for approval by majority vote, all areas of County operations for which County funds are levied, collected, expended, or otherwise used. This includes departments or offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving grant monies from County funds, and any other organization receiving any type of funding for any purpose from the County.

c. The Internal Audit Committee shall oversee the responsibilities of the Internal Auditor, as stated in the negotiated contract with the Internal Auditor.

d. The Internal Audit Committee shall present to the full Council a written report regarding each audit conducted by the Internal Auditor following the Internal Auditor's report to the Internal Audit Committee for each audit. Additionally, in conjunction with the budget process, the Internal Audit Committee shall annually present to the full Council a written summary report regarding the audits, progress, findings, and any other appropriate information relating to the internal audits conducted during the past fiscal year following the Internal Auditor's summary report to the Internal Audit Committee.

e. The Internal Audit Committee shall annually review the Internal Auditor and anyone else working in such a capacity for adherence to government auditing standards in conducting its work to ensure quality service and independence as defined by those standards. (These are the federal Government Accounting Office's "Yellow Book" standards). A subsequent report of the Committee's findings shall be presented to Council for their information.

(r) ~~*Bond Review Committee.*~~

~~(1) *Creation.* There is hereby established a Richland County Bond Review Committee which shall have the structure, organization, composition, purposes, powers, duties, and functions established below.~~

~~(2) *Membership; terms.* The Bond Review Committee shall be comprised of five members, as follows: two shall be county employees designated by the County Administrator, two shall be Council members designated by the County Council Chair, and one shall be a bond counsel representative. A member shall serve a term of two (2) years or until his or her successor is appointed. In addition, the County Auditor and the County Treasurer shall serve on the Committee ex officio, with all the same rights, duties, and responsibilities as a Committee member.~~

~~(3) *Duties and responsibilities.*~~

~~a. The Bond Review Committee shall review and make recommendations to the County Council regarding the issuance of Debt Obligations and the management of outstanding debt in accordance with the County Debt Policy.~~

~~b. The Bond Review Committee shall consider all issues related to outstanding and proposed Debt Obligations; including, but not limited to, all matters affecting or relating to the creditworthiness, security and repayment of the proposed Debt Obligations, such as procurement of services for debt sales and administration, structure, repayment terms and covenants of the proposed Debt Obligation.~~

~~c. The Bond Review Committee shall periodically review county debt policies and make recommendations where appropriate.~~

~~d. The Bond Review Committee shall review all capital projects proposed to be financed with debt for compliance with the Debt Policy, and will make recommendations to the County Administrator as to the appropriate structure of such debt. In formulating its recommendations, the Committee shall consider:~~

- ~~1. Legality and availability of revenue for the repayment of such debt;~~
- ~~2. Impact of such debt on the county's debt capacity;~~
- ~~3. Ongoing operational impact analysis to consider additional requirement after project completion on the county's operating budget;~~
- ~~4. Impact analysis of debt service requirements to the total county debt obligation over life of debt;~~
- ~~5. Review post-project analysis to evaluate actual benefit received in comparison to estimates;~~
- ~~6. Review compliance on all outstanding bond covenants and requirements of the bond resolutions; and~~
- ~~7. Other relevant factors.~~

~~e. The Bond Review Committee shall present findings and recommendations to Council during project discussions.~~

~~(s) Richland County Complete Streets Commission.~~

~~(1) Creation. There is hereby created a Richland County Complete Streets Commission, hereinafter known as the Commission, or RCCSC.~~

~~(2) Membership. The Commission shall consist of nine (9) members, with one representative from each of the following general interest groups: one (1) representative from the South Carolina Department of Health and Environmental Control (DHEC); one (1) representative from the American Association of Retired People (AARP) regional office; one (1) representative from neighborhood advocacy interests; one (1) representative from the Central Carolina Realtors Association; one (1) representative from the Homebuilders Association of Greater Columbia; one (1) representative from cycling advocacy interests; one (1) representative from the Richland County municipalities; and one (1) representative from Americans with Disabilities Act (ADA) advocacy interests. In addition, the South Carolina Department of Transportation (SCDOT) District One Office Administrator or his/her designee shall serve on the Commission.~~

~~All members shall serve without compensation, and shall be appointed by the Richland County Council.~~

~~(3) Terms of Members; Election of Chairperson; Meetings.~~

~~a. Initially, three (3) members shall be appointed for a one year term; three (3) members for a two year term; and three (3) members for a three year term. Thereafter, all appointments shall be for a three year term. The initial appointments shall be as follows:~~

- ~~1. Three year terms for the ADA advocacy representative; Central Carolina Realtors Association representative; and the DHEC representative; and~~
- ~~2. Two year terms for the AARP representative; the municipal representative; and the cycling advocacy representative; and~~
- ~~3. One year term for the residential neighborhood advocacy representative; the District One SCDOT representative; and the Homebuilders Association of Greater Columbia representative.~~
- ~~4. After the initial appointments, each new appointment shall be for a three year term.~~
- ~~5. Appointments to a vacancy shall be for remainder of the representative's current term.~~

~~b. The Commission shall annually elect a chairperson and a vice chairperson by a majority vote of its respective membership.~~

~~c. The Planning and Development Services Department shall provide administrative support to the Commission.~~

~~d. The Commission shall meet monthly during the second week of the month and shall not begin before 5:00 PM. The Chairman may call a special meeting at any time with a minimum seven (7) days notice to the members.~~

~~e. All meetings of the Commission shall be conducted in compliance with the South Carolina Freedom of Information Act.~~

~~(4) Duties. The Commission shall review and comment regarding proposals to implement the Richland County Complete Streets Program Goals and Objectives, adopted July 6, 2010, and as may be periodically amended thereafter. Said proposals may include, but are not limited to, regulations and/or procedures to:~~

- ~~a. Improve cycling and pedestrian facilities and safety; and~~
- ~~b. Complete a comprehensive sidewalk improvement program for County Council consideration by June 2012; and~~
- ~~c. Create CMRTA Park n Ride facilities; and~~
- ~~d. Preparation of a countywide ADA Transition Plan for County Council consideration by June 2014; and~~
- ~~e. Develop measures in an attempt to reduce pedestrian and cycling accidents; and~~
- ~~f. Other duties as may be assigned by the County Council.~~

~~(5) *Procedures.* The Richland County Complete Streets Commission shall adopt Rules of Procedure by which meetings and activities of the Commission will be conducted no later than ninety (90) days after its first scheduled meeting. Such Rules shall not conflict with Robert's Rules of Order, the general and permanent statutes of the State of South Carolina, and Richland County ordinances.~~

(Code 1976, § 2-7001; Ord. No. 1533-86, § 1, 10-7-86; Ord. No. 1591-87, § 2, 3-3-87; Ord. No. 2060-90, §§ I-III, 12-18-90; Ord. No. 2141-91 HR, § 1, 10-15-91; Ord. No. 2153-91, § I, 11-5-91; Ord. No. 2159-91, § 1, 12-3-91; Ord. No. 2189-92, §§ I, II, 3-3-92; Ord. No. 2209-92, §§ II-VI, VII, 5-5-92; Ord. No. 2379, § I, 12-7-93; Ord. No. 086-94, §§ I-III, 12-6-94; Ord. No. 075-97HR, 9-10-98; Ord. No. 045-98HR, § I- V, 11-17-98; Ord. No. 032-01HR, § II, 5-1-01; Ord. No. 035-01HR, § I, 5-1-01; Ord. No. 017-02HR, § I, 6-4-02; Ord. No. 053-03HR, § I, 9-16-03; Ord. No. 082-04HR, § I, 11-16-04; Ord. No. 001-05, § I, 1-4-05; Ord. No. 018-05HR, § I, 4-5-05; Ord. No. 014- 06HR, § I, 2-21-06; Ord. No. 077-06HR, § I, 7-18-06; Ord. No. 091-06HR, § 4, 10-3-06; Ord. No. 022-07HR, § I, 3-20-07; Ord. No. 050-07HR, § I, 5-15-07; Ord. No. 079-07HR, § I, 10-2-07; Ord. No. 029-08HR, § I, 6-3-08; Ord. No. 015-11HR, § I, 3-1-11; Ord. No. 017-11HR, § I, 3-15-11; Ord. No. 068-11HR, § I, 12-13-11; Ord. No. 034-13HR, §§ I, II, 7-2-13; Ord. No. 018-16HR, § I, 5-17-16)

## Richland County Council Request for Action

**Subject:**

Garners Ferry/Harmon Intersection Project

**Notes:**

May 24, 2022 – The Transportation Ad Hoc Committee recommended Council approve the award of the Garners Ferry/Harmon Intersection Project to Cherokee, Inc. in the amount of \$1,841,866.65 with a 15% contingency of \$276,279.99 for a total amount of \$2,118,146.64.



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	April 5, 2022	<b>Meeting Date:</b>	April 26, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 12, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	April 20, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 11, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Garners Ferry/Harmon Intersection Project		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval to award the Garners Ferry/Harmon Intersection Project to Cherokee, Inc. in the amount of \$1,841,866.65 with a 15% contingency of \$276,279.99 for a total amount of \$2,118,146.64.

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 checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This funding will come from the \$1,134,287.83 currently available in the FY22 budget, and the remaining funds will come from the upcoming FY23 budget (JL 13320206).

**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.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Click or tap here to enter text.
<b>Date</b>	Click or tap here to enter text.

#### STRATEGIC & GENERATIVE DISCUSSION:

This project includes the following work:

1. The installation of a new right turn lane from Garners Ferry Rd. onto Harmon Rd.
2. The installation of a new left and right turn lane from Harmon Rd. onto Garners Ferry Rd.
3. The installation of a new traffic signal to accommodate the new traffic patterns and road layout.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project was \$1,031,170.75.

The total estimated cost for this project (i.e. design, construction, inspection, etc.) is \$2.9M, and the total amount approved by Council is \$2.6M. This shortfall would be covered by the reserve funds created through the descoping plan approved by Council in 2020.

Over the last several months, the County has received bids on several projects that have been much higher than the Engineer's Estimates. This is the current trend across the state due to several factors such as an abundance of work, a shortage of contractor staffing, and increasing prices on materials.

#### ATTACHMENTS:

1. Recommendation Memo
2. Bid Tabulation

**RICHLAND COUNTY FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

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

Attachment 1



April 20, 2022

To: Mr. Michael Maloney, Interim Director of Transportation

From: Jennifer Wladischkin, Procurement Manager

CC: Erica Wade, OSBO Manager

Allison Steele, Ast. Director- Transportation

Re: RC-503-B-2022 Garners Ferry/Harmon Intersection Improvements

A bid opening was conducted at 3:00 PM on Wednesday, April 13, 2022 via the County's online procurement portal. Procurement has reviewed the two (2) submitted bids for Garners Ferry/Harmon Intersection Improvements which were submitted via Bonfire and found no discrepancies. The bids received were as follows.

<b>GREENE STREET PHASE 2 IMPROVEMENTS - BID RESULTS SUMMARY</b>	
<b>BIDDER</b>	<b>SUBMITTED BID</b>
<b>Cherokee Inc.</b>	<b>\$1,841,866.65</b>
McClam and Associates Inc	\$1,893,377.90

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

A Mandatory Pre-Bid Conference was held at 2:00 PM on March 24, 2022 during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Cherokee Inc's bid is approximately 78% higher than the Engineer's Estimate of \$1,031,170.75 for the project. Both bids were compared to each other and the engineer's estimate and the bids are consistent in price, yet vary greatly from the estimate. The estimate was provided in November of 2021 and it is believed that the current market conditions have caused this large variance, as has been observed with other recent construction projects. A review of the low bid also shows a commitment of 30% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 15% established for this project.

Provided that Transportation can provide the additional funding, it is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, Cherokee Inc. to include a 15 % construction contingency of \$272,680.00.



Print this page

### Board: Commercial Contractors

**CHEROKEE INC**  
6928 CHEVAL STREET  
COLUMBIA, SC 29209  
(803) 776-4870

**License number:** 12263  
**License type:** GENERAL CONTRACTOR  
**Status:** ACTIVE  
**Expiration:** 10/31/2022  
**First Issuance Date:** 01/01/1992  
**Classification:**  
Grading-GD5  
Highway Incidental-HI5  
Water & Sewer Lines-WL5

**Qualified By:** Financial Statement  
**President / Owner:** JOHN R JORDAN JR

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervised By**  
**JORDAN JOHN (CQG)**

[File a Complaint against this licensee](#)

### Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

**RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM  
 GARNERS FERRY RD (US 378) AND HARMON ROAD (S-86) INTERSECTION IMPROVEMENT  
 RC-503-B-2022**

	<b>Cherokee, Inc.</b>	<b>McClam and Associates Inc</b>
<b>Total Cost</b>	\$ 1,841,866.65	\$ 1,893,377.9000000004

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING  
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

<b>Project #:RC-503-B-2022</b>	<b>Project Name: Garners Ferry/Harmon Roads Intersection Improvements</b>		<b>Date: 3/24/2022</b>
			<b>Time: 2:00 PM</b>
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County	Angela Seymour	<a href="mailto:seymour.angela@richlandcounty.gov">seymour.angela@richlandcounty.gov</a>	2428
Richland County - Transportation	Allison Steele		
Richland County - Utilities Coordinator	Rebecca Connelly		
Richland County - OSBO	Pamela Green		
Richland County - OSBO	Erica Wade		
SCDOT	Bart McCarter		
Cox & Dinkins	Mac Atkins		
City of Columbia	John Hilbert		
City of Columbia	Stephen Nabholz		
Cherokee, Inc.	John Jordan		
McClam & Associates	Katherine Fellers		
Taylor Brothers Construction Company, Inc.	Collier Taylor		
Blythe Development	Stephen Schoolhill		

\*\*\*\*\* PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! \*\*\*\*\*



## RICHLAND COUNTY PROCUREMENT AND CONTRACTING

### Pre-Bid Meeting Minutes

RC-503-B-2022 Garners Ferry/Harmon Roads Intersection Improvements  
Thursday March 24, 2022, 2:00 PM Eastern Time via Zoom

#### A. INTRODUCTIONS

Angela M. Seymour, Contract Analyst for Richland County  
Allison Steele, Richland County Transportation

#### B. SIGN-IN SHEET- Non-Mandatory Pre-Bid

Please use the chat feature to state your name and the Company you represent.

#### C. DATES TO REMEMBER

1. Advertised March 14, 2022
2. Mandatory pre-bid (virtually) March 24, 2022 at 2:00 PM
3. Questions- April 6, 2022, Submit via Bonfire
4. Close date, submissions due by April 13, 2022 at 3:00 PM (unless changed by addendum)

#### D. SOLICITATION DOCUMENTS

1. Bid Manual with Bonds
2. Construction Plans – To be reviewed by Transportation
3. Project Manual – To be reviewed by Transportation
4. Manual Appendices (Special Provisions) – To be reviewed by Transportation
5. Water Relocation Plans – To be reviewed by Transportation
6. Good Faith Efforts
  - a) Either this form indicating the SLBE participants or the Good Faith Efforts must be provided.
7. Pre Bid Information
8. SLBE Participation Form
9. Subcontractor Participation Form
  - a) Any subcontractors being used on this project shall be listed on the subcontractor form and uploaded in the Requested Information section.

#### E. REQUESTED INFORMATION

1. Certification Acknowledgements
2. Forms
  - a) Subcontractor Participation Form
  - b) SLBE Participation/Good Faith Efforts Forms
    - a) Either this form indicating the SLBE participants or the Good Faith Efforts must be provided.
  - c) Electronic Bond Options

#### F. MESSAGES

#### G. QUESTIONS

All questions and comments will be addressed in writing via Addendum 1 to be released after this meeting. Verbal comments during the pre-bid meeting are NOT binding, and shall not be considered unless included in the written Addendum.

#### H. SPECIFICATIONS

I. Representatives Spoke:

1. Mac Atkins (Cox & Dinkins)  
Signalized intersection
2. Rebecca Connelly  
Utilities Coordinator
3. Bart McCarter  
SCDOT
4. Pamela Green  
Richland County OSBO

J. QUESTIONS

1. Will clearing have to be done for AT&T and Segra?
  - a) No.
2. Will Rebecca Connelly coordinate utilities during relocation?
  - a) Yes
3. Is there any work in the median?
  - a) Yes, but only a little amount in the left lane.
4. These will be constructed to SCDOT standards.
5. As builts will need to be in accordance with SCDOT as-built manual.
6. Contract will be two hundred seventy-four (274) days.
7. City of Columbia water relocation quantity zero (85)?
  - a) Delete this line item.
8. Abandonment unit quantity (98-100) bid on lump sum. Bid in CY?
  - a) Defer to amendment Quantity should be:
    - a) Item 98 Harmon Rd – 20 CY
    - b) Item 99 Garners Ferry – 12 CY
    - c) Item 100 – Horrell Hill – 2 CY
9. Asphaltic Replacement (101) in linear feet? In SY? Full depth patch?

There is one driveway on Harmon Road which will be affected, and it measures approximately 10 feet. Contractor would be expected to repair it per detail for driveway repair.

10. Sediment and erosion control in lump sum (102)? How are they paid?
  - a) Remove this line item.
11. OSBO reviewed SLBE goals and instructions.
12. Will OSBO make site visits?
  - a) Yes.

**RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM  
GARNERS FERRY RD (US 378) AND HARMON ROAD (S-86) INTERSECTION IMPROVEMENT  
RC-503-B-2022**

	<b>Cherokee, Inc.</b>	<b>McClam and Associates Inc</b>
<b>Total Cost</b>	\$ 1,841,866.65	\$ 1,893,377.9000000004

## Richland County Council Request for Action

**Subject:**

Mitigation Bank Credit Transaction - SCDOT US 76 Bridge Replacement and I-26 Improvements

**Notes:**

May 24, 2022 – The Transportation Ad Hoc Committee recommended Council approve the two (2) requests from the South Carolina Department of Transportation (SCDOT) to purchase a combined total of 41.16 excess wetland and 2,962.40 excess stream credits, at a rate of \$12,500.00 and \$125.00 per credit respectively.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Division Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	May 11, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 12, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 11, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 17, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Transportation Ad Hoc		
<b>Subject</b>	Mitigation Bank Credit Transaction - SCDOT US 76 Bridge Replacement and I-26 Improvements		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval of two requests from the South Carolina Department of Transportation (SCDOT) to purchase a combined total of 41.16 excess wetland and 2,962.40 excess stream credits, at a rate of \$12,500.00 and \$125.00 per credit respectively.

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 mitigation credit sale will generate \$814,016.00 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.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the South Carolina Department of Transportation (SCDOT) for two (2) Army Corps of Engineers (ACE) 404 Permits: (1) for the US 76 westbound bridge replacement Project across the Wateree River (see attached Checklist) and (2) for I-26/US Highway 21 Interchange Project (see attached Checklist). The applicant is requesting a total of 41.16 wetland and 2,962.40 stream mitigation credits to fulfill the permitting requirements of these permits.

The total combined transaction value is \$884,800.00 of which \$814,016.00 would be returned to the Penny Program, and \$70,784.00 would go to the Mill Creek Mitigation Bank owners/investors. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	Available County Credits
Wetland	800.000	154.081	645.919
Stream	30,000.000	7,246.720	22,753.280

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax was extended and more projects were added. Based on these estimates, the request by SCDOT for 41.46 wetland credits and 2,962.40 stream credits will have no material impact on the County's ability to implement the Penny Program. As such, they may be considered excess credits at this time.

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 \$814,016.00 to \$176,960.00 for a difference of \$637,056.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. All related County Council actions since 2014 are not included in the attachments for brevity.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

1. Mill Creek Credit Sale Checklist SCDOT I-26 US 21 Interchange.pdf
2. Mill Creek Credit Sale Checklist SCDOT US 76 Bridge Replacement Wateree River.pdf

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	SCDOT I-26/US Highway 21 Interchange Project
<u>Location:</u>	Calhoun and Lexington Counties, SC
<u>8-Digit HUC Watershed Code</u>	03050110 (Congaree)
<u>Buyer:</u>	SCDOT
<u>Permittee:</u>	SCDOT
<u>Permittee's USACE 404 Permit # (from Public Notice):</u>	SAC 2017-01707
<u>Price Per Wetland Credit:</u>	\$12,500
<u>Price Per Stream Credit:</u>	\$125
<u>Wetland Credits:</u>	11.55 credits (5.78 restoration/enhancement & 5.77 preservation)
<u>Stream Credits:</u>	2,962.40 credits (1,481.20 restoration/enhancement & 1,481.20 preservation)
<u>Credit Proceeds:</u>	\$514,675.00
<u>Richland County Credit Share:</u>	\$473,501.00 (92% of \$514,675.00)
<u>MCMH Credit Share:</u>	\$41,174.00 (8% of \$514,675.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale):</u>	\$514,675.00
<u>Richland County Proceeds Share:</u>	\$473,501.00
<u>MCMH Proceeds Share:</u>	\$41,174.00

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	SCDOT US 76 Westbound Bridge Replacement Project across Wateree River
<u>Location:</u>	Richland and Sumter Counties, SC
<u>8-Digit HUC Watershed Code</u>	03050104 (Wateree)
<u>Buyer:</u>	SCDOT
<u>Permittee:</u>	SCDOT
<u>Permittee's USACE 404 Permit #:</u>	SAC 2019-01585
<u>Price Per Wetland Credit:</u>	\$12,500
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	29.61 credits (14.81 restoration/enhancement & 14.80 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$370,125.00
<u>Richland County Credit Share:</u>	\$340,515.00 (92% of \$370,125.00)
<u>MCMH Credit Share:</u>	\$29,610.00 (8% of \$370,125.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$370,125.00
<u>Richland County Proceeds Share:</u>	\$340,515.00
<u>MCMH Proceeds Share:</u>	\$29,610.00

## Richland County Council Request for Action

**Subject:**

Penny Program Administrative Fund Deprogramming

**Notes:**

May 24, 2022 – The Transportation Ad Hoc Committee recommended Council approve the request to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and the transfer the General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects.



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	April 27, 2022	<b>Meeting Date:</b>	May 24, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 17, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 17, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 6, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Transportation Ad Hoc		
<b>Subject</b>	Penny Program Administrative Fund Deprogramming		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval to move the remaining balance from the Administrative/Debt Service costs and the County transferred General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects. This amounts to \$31,130,528.15.

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:**

Not applicable.

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

None.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Choose an item.
<b>Date</b>	Click or tap to enter a date.

**STRATEGIC & GENERATIVE DISCUSSION:**

As part of the original Transportation Sales Tax Ordinance, a maximum amount of funding to be collected shall be in the amount of \$1,070,000,000, and the maximum amount of funding to be expended towards projects shall be \$1,037,900,000. The difference between these two dollar amounts provided funding of \$32,100,000 which was specified in the ordinance to be used for administrative costs and debt services on bonds issued for the projects. Please see attachment 1 (page 2, Section 2, Paragraph C). The following is an accounting of the use of the Administrative Fund:

<b>Administrative Cost</b>	<b>(Expense)/Revenue</b>
FY14	(\$ 401,160.40)
FY15	(\$ 4,504,007.11)
FY16	(\$ 2,821,253.90)
FY17	(\$ 3,067,847.86)
SLBE	(\$ 990,992.97)
Subtotal	(\$11,785,262.24)
Debt Service in BANS	(\$ 4,347,114.99)
2021A Interest Expense and cost	(\$18,771,247.22)
Premium-net	\$17,395,897.60
Total	(\$17,507,726.85)

$$\$32,100,000 - \$17,507,726.85 = \text{Remaining Balance, } \$14,592,273.15$$

In 2018, the Department of Revenue provided guidelines to the County on the proper use of funds in the Penny Program. The guidelines specifically state that any expenditures must be tethered to a specific project or the administration of a specific project. Please see attachment 2 (page 1, Paragraph 7).

The County General Fund has made two transfers from General Fund to the Penny Program. The first is a transfer of \$1,000,000.00 and the second was a State Department of Revenue settlement amount of \$15,538,255.00



Staff requests that the remaining administrative and debt service costs and general fund transfers be re-programmed as a reserve fund to be made available for use on Program projects.

<b>Fund Category</b>	<b>Beginning Balance</b>	<b>Remaining Balance</b>
Administrative and Debt Service	\$32,100,000	\$14,592,273.15
General Fund Transfer to Penny Program		\$1,000,000.00
General Fund Transfer to Penny Program		\$15,538,255.00
<b>Total - Add to "Penny Program Project Reserve "</b>		<b>\$31,130,528.15</b>

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

1. Penny Tax Ordinance
2. Department of Revenue Guidelines

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 039-12HR

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT (1%) SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN RICHLAND COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE RICHLAND COUNTY ELECTION COMMISSION; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of acquiring, designing, constructing, equipping and operating highways, roads, streets, bridges, greenways, pedestrian sidewalks, bike paths and lanes, and other transportation-related projects either alone or in partnership with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, bike paths and lanes, *inter alia*, without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such

provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, and bike paths and lanes as provided in this Ordinance.

(c) The County Council finds that a one percent sales and use tax should be levied and imposed within Richland County, for the following projects and purposes: For financing the costs of highways, roads, streets, bridges, greenways, pedestrian sidewalks, and bike paths and lanes and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Richland County or (jointly) operated by the County, other governmental entities and transportation authorities.

For a period not to exceed twenty-two (22) years from the date of imposition of such tax, to fund the projects at a maximum cost not to exceed \$1,037,900,000 to be funded from the net proceeds of a sales and use tax imposed in Richland County pursuant to provisions of the Act, subject to approval of the qualified electors of Richland County in referendum to be held on November 6, 2012. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of a sales and use tax in Richland County for the projects and purposes defined in this Ordinance for a limited time not to exceed twenty-two (22) years to collect a limited amount of money will serve a public purpose, provide funding for roads and transportation, mass transit, and greenbelts to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Richland County, and prepare Richland County to meet present and future needs of Richland County and its citizens.

## **Section 2. Approval of Sales and Use Tax Subject to Referendum.**

(a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Richland County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the Sales and Use Tax to be held in Richland County, South Carolina on November 6, 2012.

(b) The Sales and Use Tax shall be imposed for a period not to exceed twenty-two (22) years from the date of imposition.

(c) The maximum cost of the projects to be funded from the proceeds of the Sales and Use Tax shall not exceed, in the aggregate, the sum of \$1,037,900,000, and the maximum amount of net proceeds to be raised by the Sales and Use Tax shall not exceed \$1,070,000,000, which includes administrative costs and debt service on bonds issued to pay for the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a

portion of the Sales and Use Tax is \$450,000,000. The proceeds of these bonds shall be used for a portion of the following projects:

- Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.  
Amount: \$656,020,644
- Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.  
Amount: \$300,991,000
- Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.  
Amount: \$80,888,356

A list of the 2012 Roadway Projects and the 2012 Pedestrian/Bike/Greenway Projects are attached hereto as Appendix A and incorporated herein by reference.

(d) The Sales and Use Tax shall be expended for the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Amount: \$656,020,644;

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Amount: \$300,991,000; and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways.  
Amount: \$80,888,356.

(e) The Sales and Use Tax, if approved in the referendum conducted on November 6, 2012, shall terminate on the earlier of:

(i) April 1, 2035; or

(ii) the end of the calendar month during which the Department of Revenue determines that the Sales and Use Tax has raised revenues sufficient to provide the greater of either the costs of the projects as approved in the referendum or the cost to amortize all debts related to the approved projects.

(f) The amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each project for which the Sales and Use Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Richland County on transportation infrastructure debts only.

(g) The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the Sales and Use Tax.

(h) The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the Sales and Use Tax imposed by this Ordinance. The Sales and Use Tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

(i) Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

(j) Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

(k) A taxpayer subject to the tax imposed by Section 12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

(l) The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Sales and Use Tax provided in this ordinance if a verified copy of the contract is filed with the Department of Revenue within six months after the imposition date of the Sales and Use Tax provided for in this Ordinance.

(m) Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the Sales and Use Tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

**Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.**

(a) The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the Sales and Use Tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Richland County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting

subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

(b) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales and Use Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales and Use Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. County Council may make supplemental appropriations for the Sales and Use Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales and Use Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales and Use Tax must provide to County Council an independent annual audit of such agency or organization financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Richland County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of S.C. Code Ann. §12-54-240. Any person violating the provisions of this section shall be subject to the penalties provided in S.C. Code Ann. § 12-54-240.

#### **Section 4. Sales and Use Tax Referendum; Ballot Question.**

(a) The Commission shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Richland County on Tuesday, November 6, 2012, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as are required by law.

(b) The referendum question to be on the ballot of the referendum to be held in Richland County on November 6, 2012, must read substantially as follows:

RICHLAND COUNTY SPECIAL SALES AND USE TAX

**QUESTION 1**

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the "County") for not more than twenty-two (22) years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of administrative expenses and the following projects:

Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.

Amount: \$656,020,644

Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.

Amount: \$300,991,000

Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.

Amount: \$80,888,356

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote YES and

All qualified electors opposed to levying the special sales and use tax shall vote NO

**QUESTION 2**

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-two (22) years, to fund projects from among the categories described in Question 1 above.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote YES and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote NO



(c) In the referendum on the imposition of the Sales and Use Tax in Richland County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote "yes" and all qualified electors opposed to levying the tax shall vote "no." If a majority of the electors voting in the referendum shall vote in favor of imposing the Sales and Use Tax, then the Sales and Use Tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Richland County government.

(d) In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no." If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Richland County government.

#### **Section 5. Imposition of Tax Subject to Referendum.**

The imposition of the Sales and Use Tax in Richland County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing the Sales and Use Tax in the area of Richland County in a referendum to be conducted by the Board of Elections and Voter Registration of Richland County on November 6, 2012, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

#### **Section 6. Miscellaneous.**

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 6, 2012.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

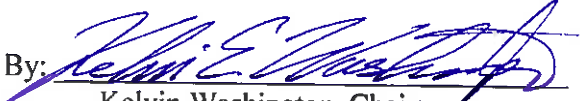
(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

Enacted this 18<sup>th</sup> day of July, 2012.


RICHLAND COUNTY, SOUTH CAROLINA

By:   
Kelvin Washington, Chairman  
Richland County Council


(SEAL)

ATTEST THIS 20<sup>th</sup> DAY OF

July, 2012:

  
Michelle Orley  
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: June 5, 2012  
Date of Second Reading: June 19, 2012  
Date of Public Hearing: June 19, 2012  
Date of Third Reading: July 18, 2012



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE

300A Outlet Pointe Blvd., Columbia, South Carolina 29210  
P.O. Box 12265, Columbia, South Carolina 29211

**GUIDELINES FOR USE OF TRANSPORTATION  
TAX REVENUE**

WHEREAS, the Optional Methods for Financing Transportation Facilities Act (the "Transportation Act"), codified at Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended, authorizes the governing body of a county to impose a sales and use tax in an amount not to exceed one percent (the "Transportation Tax," sometimes commonly referred to as the Penny Tax) within its jurisdiction for a single project or for multiple projects for a specific period of time to collect a limited amount of money, *see* S.C. Code Ann. § 4-37-30(A) (Supp. 2017); and

WHEREAS, the Transportation Act provides that the types of projects permitted to be funded with Transportation Tax revenues are highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects facilities, *see* S.C. Code Ann. § 4-37-30(A)(1)(a); and

WHEREAS, the South Carolina Department of Revenue (the "Department") administers and collects the Transportation Tax and the revenues are periodically remitted to the county by the State Treasurer in accordance with the provisions of the Transportation Act. S.C. Code Ann. § 4-37-30(A)(15) (Supp. 2017); and

WHEREAS, the South Carolina Supreme Court in *Richland County and the Central Midlands Regional Transit Authority v. S.C. Department of Revenue*, -- S.E.2d --, 2018 WL 1177700 (March 7, 2018) held that the Department has extensive administrative, oversight, and enforcement responsibilities in the Transportation Act and throughout Title 12 of the South Carolina Code, which confers upon the Department a duty to ensure that a county's expenditures of Transportation Tax revenues comply with the revenue laws the Department is charged with enforcing; and

WHEREAS, the Department is the agency statutorily tasked with administering a Transportation Tax program, and the expenditure of millions of dollars of Transportation Tax revenues is an issue of wide concern both to the Department and to the residents and taxpayers of the county implementing the Transportation Tax; and

WHEREAS, Transportation Tax revenues must be used in accordance with statutory restrictions imposed by the General Assembly, namely, proceeds must be used for the types of transportation-related projects identified in the Transportation Act; and

WHEREAS, the Supreme Court determined that a proper expenditure of Transportation Tax funds must be tethered to a specific transportation-related capital project or the administration of a specific transportation project; and

WHEREAS, the Supreme Court has determined that objective criteria are necessary to

establish compliance with the Transportation Act, and has ordered that a county that has implemented a Transportation Tax program shall be subject to guidelines for determining whether expenses are properly allocable to a specific transportation project, or the direct administration of a specific transportation project; and

WHEREAS, the Department is authorized to conduct audits involving the taxes it administers and collects, including the Transportation Tax; and

WHEREAS, upon a determination that a county has expended Transportation Tax funds contrary to the Transportation Act, the county shall repay the improper expenditures from other legally available sources; and

NOW THEREFORE, a county shall be subject to the following guidelines and standards for determining whether expenditures of Transportation Tax revenues are proper:

### GENERAL GUIDELINES

The revenues generated from the Transportation Tax must be used in accordance with statutory restrictions imposed by the General Assembly – namely, proceeds must be used for “capital costs” of the types of transportation projects identified in the Transportation Act or the administration of a specific transportation project.

“Capital Costs” means expenditures that are treated as “capital” expenditures under generally accepted accounting principles. In general, costs are treated as Capital Costs if they are incurred for the planning, acquisition, construction, or improvement of property having a useful life of more than one year and include, without limitation, costs related to the planning, acquisition, construction, or improvement of land, buildings, vehicles, equipment, infrastructure improvements, and intangible assets (e.g., software and intellectual property with a useful life of more than one year). Capital Costs also include costs and expenditures that increase the value of existing property with a useful life of more than one year or that extend the useful life of existing property for a period of more than one year. “Capital Costs” consist of both Direct Costs and Indirect Costs (as each term is described below).

### ELIGIBLE COSTS

For purposes of these guidelines, “Eligible Costs” are Capital Costs, whether Direct Costs or Indirect Costs, and costs for Mass Transit Systems as further described in (C) below. “Eligible Costs” generally have the following characteristics:

- Costs that are reasonable, meaning that, in its nature and amount, it does not exceed that amount which would be incurred by a prudent person under the circumstances then and there prevailing in the conduct of government business.
- Costs that are generally recognized as ordinary and necessary for the project;
- Costs that are in compliance with generally accepted sound business practices;

- Costs that are the result of arms-length bargaining;
- Costs that are in compliance with Federal and state laws and regulations, as applicable;
- Costs that are consistent with market prices for comparable goods or services;
- Costs that are consistent with the county's fiduciary responsibilities to the public; and
- Costs that do not constitute a significant deviation from the county's established practices.

#### A. Direct Costs

"Direct Costs" are expenditures for material, labor, and financing for transportation-related projects that would be properly chargeable to a capital asset account as distinguished from current expenditures and ordinary maintenance expenses.

"Project(s)" means those transportation-related projects described in the imposition ordinance and ratified in the referendum question in accordance with the provisions of the Transportation Act, specifically: highways, roads, streets and adjacent sidewalks, bridges, mass transit systems, greenbelts, and other transportation-related projects facilities including, but not limited to, drainage facilities relating to the highways, roads, streets and adjacent sidewalks, bridges, and other transportation-related projects.

Examples: The following, to the extent directly related to the planning, acquiring, constructing, or improving a Project or any portion thereof, are examples of eligible Direct Costs:

- The purchase price of the property (*e.g.*, land and interests in land, existing buildings and structures).
- The amounts paid a construction company for the construction of a Project (*e.g.* highways, roads, streets and adjacent sidewalks, bridges, bus terminals, train terminals, greenbelts, and other transportation-related facilities).
- Direct labor costs.
- Construction material costs (*e.g.*, asphalt, concrete, steel, electrical wiring, and piping including related shipping, freight, and insurance charges).
- Equipment costs directly used in the construction or improvement of a Project, including lease payments and depreciation.
- Site preparation costs (*e.g.*, demolition, environmental remediation, and utility relocation).
- Engineering, architectural, and design costs.

- Cost of permits, licenses, performance bonds, surety bonds, easements, and rights-of-way.
- Legal, accounting, and other professional service fees incurred in connection with the planning, acquisition, construction, and improvement of a specific transportation related project (e.g. right of way acquisition and condemnation).
- Inspection costs.
- Interest accrued on debt incurred to finance a Project, up to the time it (or the portion thereof that is financed) is placed in service. A Project (or portion thereof) shall be treated as “placed in service” at the time at which, based on all the facts and circumstances, (i) the Project (or portion thereof) has reached a degree of completion which would permit its operation at substantially its design level and (ii) the Project (or portion thereof) is in fact in operation at such level.
- Debt service on bonds or other obligations issued to finance a Project or Projects, including the costs of issuance of such bonds or obligations.
- Fees paid for public engagement and public information pertaining directly to a transportation project or projects.
- The cost of mitigation credits required by appropriate federal authorities to offset ecological losses created by a transportation project/improvement.

#### **B. Indirect Costs**

“Indirect Costs” are costs that benefit (i) the construction and improvement of authorized Projects or (ii) the construction and improvement of authorized Projects and other county operations. Only the portion of the Indirect Costs related to Projects are Eligible Indirect Costs.

“Eligible Indirect Costs” are costs that directly benefit or are incurred by reason of the planning, acquisition, construction or improvement of a Project. Such indirect costs should be proportionally allocated among the projects based upon an appropriate allocation method consistent with applicable accounting standards.

Eligible Indirect Costs do not include costs that are otherwise listed as Ineligible Costs (as defined and described herein below).

#### **Examples:**

The following are examples of Eligible Indirect Costs:

- Portion of an employee’s salary and benefits whose time is allocable to administering the planning, acquisition, construction and improvement of Projects.
- Licensure and Continuing Education expenses for full time transportation department employees whose job descriptions require that they hold a professional license.

- Ordinary and necessary costs of office equipment and supplies, telephone, transportation, fuel, and similar costs for employees devoted to administering the planning, acquisition, construction and improvement of Projects. This is meant to include the ordinary and necessary operating expenses of a County department devoted exclusively to the operation of a Transportation Penny program.
- Where a county department provides services to employees directly engaged in the transportation program, including the provision of public information to affected citizens or communities impacted by one or more Projects, and other county departments (*i.e.* a mixed service department), a portion of the county department's costs may be allocated as Eligible Indirect Costs based on either labor cost or labor hours.

### C. Mass Transit Systems Costs

"Mass Transit System" as used herein refers only to a mass transit system.

Eligible Costs include costs incurred for the acquisition, design, construction, equipping, and operation of Mass Transit Systems, provided that such costs are consistent with the public purpose of the Transportation Act, the county's imposition ordinance and the referendum approved by voters.

Eligible Costs for Mass Transit Systems must be tethered to the administration of the Mass Transit System and must be reasonable and not excessive. Eligible Costs include purchases of capital assets. Eligible Costs also include costs and expenses paid or incurred in connection with the day to day operation of the Mass Transit System.

Additionally, the Mass Transit System must comply with certain Federal and State requirements in the operation of the Mass Transit System. The expenditures necessary to fulfill these Federal and State requirements are also Eligible Costs, provided the expenditures are reasonable and not excessive.

### INELIGIBLE COSTS

"Ineligible Costs" are all costs that are not tethered to a Project or the direct administration of a Project. Furthermore, costs that are excessive or unreasonable or that do not directly benefit or are not incurred by reason of the planning, acquisition, construction or improvement of a Project are Ineligible Costs.

#### Examples:

The following are examples of Ineligible Costs:

- Amounts paid in transactions involving conflicts of interest as defined in S.C. Code Ann. § 8-13-700 and subsequent amendments.
- County wide programs intended to support all facets of county operations.



- County costs for the routine maintenance or upkeep of roads, streets, thoroughfares, bridges and highways.
- Expenditure for establishment or support of programs to benefit constituents or persons.
- Any costs associated with a mentor/mentee program.
- Legal fees and other professional costs incurred in prosecuting or defending a lawsuit or claim related to an alleged improper expenditure of Transportation Tax revenues.
- County overhead costs (e.g. utilities, office supplies, telephone, office facilities, salaries), except those incurred by the County Transportation Department in managing and administering the Projects.
- Costs associated with a county's normal cost of doing business (e.g., finance and accounting, procurement, executive management, human resources, budget and grants management, etc.) except where such services are performed exclusively for the benefit of the Transportation Department.
- County support costs (e.g. support for the small local business enterprise program of the office of small businesses opportunities, procurement, human resources, budget and grants management, and finance-related functions) except where such services are performed exclusively for the benefit of the Transportation Department.
- Professional fees (e.g. legal, accounting, and engineering) not directly related to a Project or exclusively performed for the benefit of the Transportation Department.
- Costs that are duplicative.

### COMPLIANCE WITH GUIDELINES

These guidelines apply to all counties and political subdivisions that receive Transportation Tax funds, including through intergovernmental agreements, contracts, or agreements with firms or a consortium of firms. Nothing herein shall be construed so as to permit a county to apply funds from the Transportation Tax revenue for other county purposes.

Based on the Department's extensive administrative, oversight, and enforcement responsibilities in the Transportation Act and throughout Title 12 of the South Carolina Code, the Department is authorized to conduct audits to ensure a county's expenditures of Transportation Tax revenues comply with the provisions of the Transportation Act and the South Carolina Code. All improper expenditures of Transportation Tax revenue shall be reimbursed from other legally available sources within the current fiscal year.

In addition, a county or political subdivision that receives any Transportation Tax funds shall conduct an independent annual audit of the financial records and transactions and expenditures of Transportation Tax funds. The results of the annual audit will be made available to the public on the county's website.



## Executive Summary

Richland County is committed to ethical, equitable and transparent use of State Local Fiscal Recovery Funds to assist residents, non-profit organizations, and businesses recovering from the negative impacts of COVID-19. These funds will be used to improve the quality of life in Richland County. All uses of these funds must receive approval from County Council. County Administration presents all planned uses for the funds to the Coronavirus Ad hoc Committee for evaluation. The Committee then considers input from County Administration, the American Rescue Plan (ARP) Community Survey conducted by Richland County, as well as other sources of information. The Committee then determines if the planned uses need to be held in committee for further evaluation before forwarding to County Council with a recommendation to approve or deny the planned use.

Richland County is allotted to receive \$80,756,312 in recovery funds.

Total Richland County Allotment		<b>\$80,756,312</b>
	Allocations/Uses Previously Approved by County Council	
Expense Category		
	Qualifying Lump Sum Distribution Grant Awards	(\$1,148,919)
	Employee Stipends – Premium Pay	(\$7,882,000)
	Tennis Courts Richland County Recreation Commission	(\$325,000)
	Alvin S. Glenn Detention Center Safety and Security Projects	(\$3,338,000)
	Mental Health Program – Sheriff’s Department	(\$81,250)
	Utilities Bad Debt – From Lost Revenue	(\$1,000,000)
	Consulting – Assistance Vetting of Appropriate Fund Uses	(\$100,000)
	COVID-19 Vaccine Incentive – \$100 Gift Cards	(\$25,500)
	Grants Management Software	(\$687,949)
	HVAC Systems at 2020 Hampton St. and 2000 Hampton St.	(\$5,205,000)
	Total Allocations/Uses Approved by County Council to Date	(\$19,793,618)
Remaining Balance of Richland County Allotment		<b>\$60,962,694</b>

The previous and following list of County Administrator recommendations reflect consideration of historical facilities, equipment, infrastructure, and personnel needs of Richland County Government. Additionally, the list considers feedback received from a survey of Richland County residents, input from members of County Council and other Elected Officials, community partners, Richland County’s strategic initiatives, and U.S. Treasury guidance for the use of ARP funds. This is not an exhaustive list.; however, the list represents areas of where Richland County can make a significant community impact by supporting public health response, replacing public sector revenue loss, offering additional support to essential workers, investing in water, sewer, broadband, and cybersecurity infrastructure, addressing the negative economic impacts of COVID-19, and providing services to disproportionately impacted communities.

## County Administrator Recommendations/Planned Uses of Funds

Remaining Balance of Richland County Allotment to Date		<b>\$60,962,694</b>
Expense Category	Planned Uses Submitted to Coronavirus Ad hoc Committee	
	Fifth Judicial Circuit-Solicitors Data Management System	(\$618,585.20)
	Construction/Renovation of Family Services Center – DSS	(\$15,000,000)
	Third-Party Partner(s) for Community ARP Grant Management	(\$1,000,000)
	Lenco BearCat Armored Vehicle – Sheriff’s Department	(\$305,800)
	Deferred Maintenance of Cessna Plane – Sheriff’s Department	(\$140,207)
	ShotSpotter Technology Solution – Sheriff’s Department	(\$2,050,200)
	Cyber Security Upgrades – Information Technology Department	
	RCSO server hardware, software and switching equipment	(\$410,000)
	Replacement of older unsupported desktop phones	(\$550,000)
	Replacement of unsupported/unsecure data switches/routers	(\$1,100,000)
	Multi Factor Authentication	(\$150,000)
	Mobile Wireless Microphone and Speaker System	(\$15,000)
	Mobile Multi Camera Conference System	(\$15,000)
	Secondary Web Application Firewall	(\$90,000)
	Internet Load Balancing Appliance	(\$30,000)
	Increase Computing Power/Storage of Hyper Converged Server	(\$330,000)
	New Database Server Software for County Financial System	(\$100,000)
	New Fault Tolerant Virtual Private Network	(\$120,000)
	Upgrade Virtualization Hardware/Software in Detention Center	(\$130,000)
	Replace Storage Area Network	(\$800,000)
	County Website Redesign and Enhancement	(\$350,000)
	Geospatial Infrastructure Improvements and Enhancements	
	Server Software Licenses	(\$105,000)
	Update Aerial Mapping	(\$270,000)
	Replace Retiring Drone Equipment	(\$130,000)
	EMS Vehicle and Equipment Replacements	
	Ambulance Vehicles	(\$2,000,000)
	Fire Pumpers	(\$1,400,000)
	LP EKG Monitor/Defibrillators	(\$400,000)
	Automatic External Defibrillators	(\$180,000)
	Lucas CPR Machines	(\$990,000)
	Stair Chairs	(\$125,000)
	Portable Radios	(\$400,000)
	Mobile Radios	(\$600,000)
	Rugged EMS Computers	(\$250,000)
	Fire Services Bunker Gear	(\$791,580)
	Gear Extractor	(\$83,268)



	Gear Dryer	(\$113,373)
	Design and Construction of Water Tank – Lower Richland	(\$2,000,000)
	EagleView Imagery	(\$991,000)
	Information Technology Replacement of Outdated:	
	Human Capital and Financial Management System	(\$5,000,000)
	Community Grants and Public Private Partnerships	
	Funding for Small Businesses	(\$1,000,000)
	Funding for Non-Profits	(\$1,000,000)
	Funding for Workforce Training	(\$1,000,000)
	Funding for Education Assistance	(\$1,000,000)
	Funding for Senior Assistance	(\$1,000,000)
	Funding for Recreation/Youth Services	(\$1,000,000)
	Funding to Address Food Insecurity	(\$2,000,000)
	Funding for Broadband Services in Underserved Areas	(\$2,000,000)
	Funding for Affordable Housing	(\$4,000,000)
	Funding for Services for Unhoused Persons	(\$2,000,000)
	Total of Recommendations/Planned Uses of Funds	(\$55,134,013.20)
All ARPA funding allocated in this list is approved as up to the listed dollar amount		
	Remaining Balance of Richland County Allotment if Approved by Committee/Council	\$5,828,680.80

**This document reflects the Coronavirus Ad Hoc Committee’s 05-19-2022 motion to approve the County Administrator’s recommendations with the following modifications:**

- 1) Funding for Home Repairs for Seniors changed to Funding for Senior Assistance.**
- 2) Funding for Recreation/Youth Services added in the amount of (\$1,000,000).**
- 3) Funding for Affordable Housing changed from (\$2,000,000) to (\$4,000,000).**
- 4) Language added clarifying that all ARPA funding allocated in this list of recommendations is approved as “up to” the listed amount.**

Respectfully Submitted,



Leonardo Brown, MBA, CPM  
Richland County Administrator

# AMERICAN RESCUE PLAN INVESTMENTS BY CATEGORY

Investment Category	Public Health	Public Safety	Community Investment	Cybersecurity / Technology
Investment Dollars	\$15,000,000	\$10,448,013	\$19,000,000	\$10,686,000
Investment Percentage	27.21%	18.95%	34.46%	19.38%

