

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**

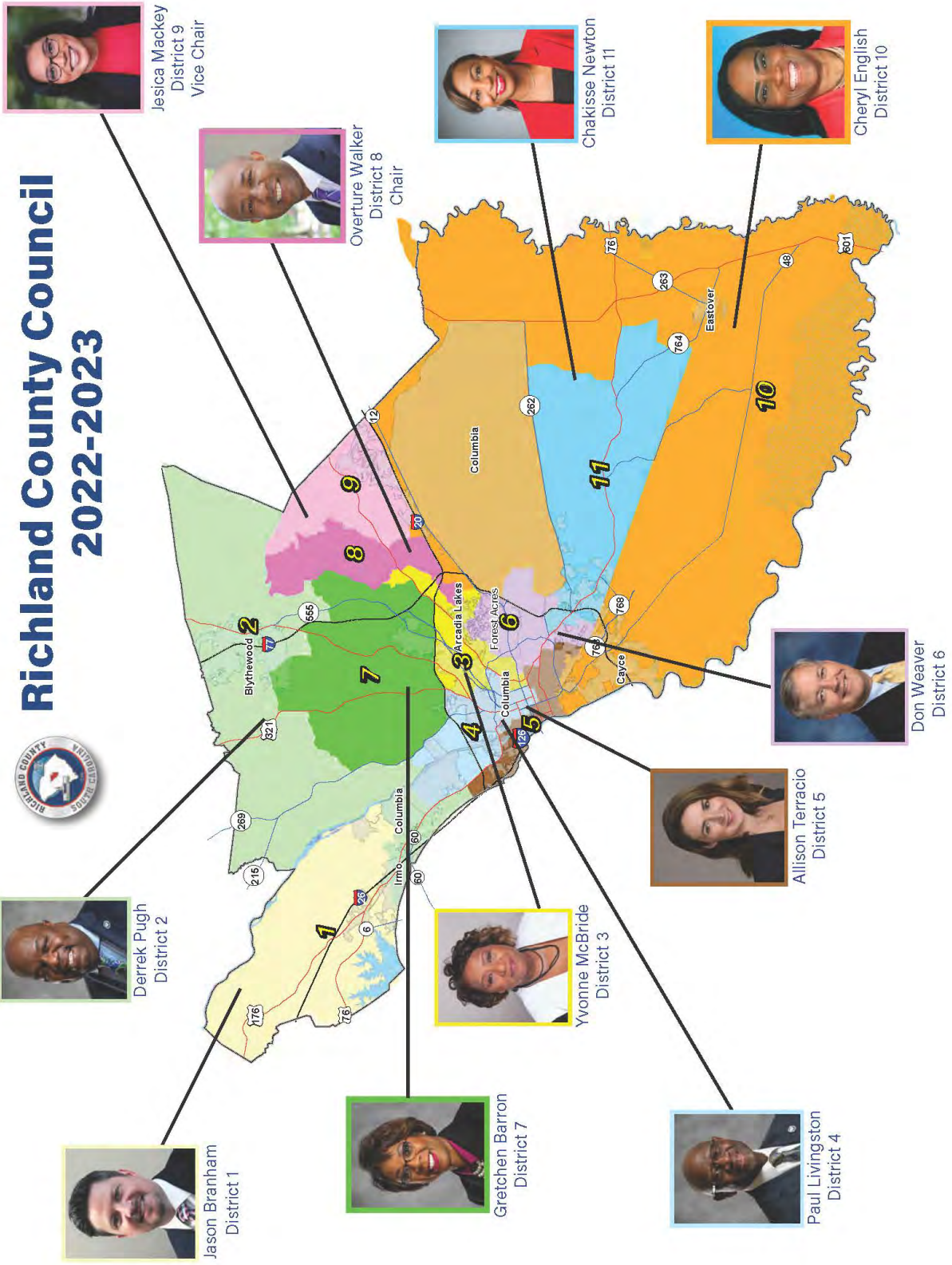


**TUESDAY JUNE 06, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2022-2023



**Jason Branham**  
District 1

**Derrek Pugh**  
District 2

**Gretchen Barron**  
District 7

**Yvonne McBride**  
District 3

**Paul Livingston**  
District 4

**Allison Terracio**  
District 5

**Don Weaver**  
District 6

**Overture Walker**  
District 8  
Chair

**Jessica Mackey**  
District 9  
Vice Chair

**Chakisse Newton**  
District 11

**Cheryl English**  
District 10



**Richland County  
Regular Session**

**AGENDA**

June 06, 2023 - 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 Chakisse Newton

**3. PLEDGE OF ALLEGIANCE**

The Honorable Chakisse Newton

**4. PRESENTATION OF PROCLAMATIONS**

**a. A Proclamation Recognizing June as National Safety Month**

The Honorable Jason Branham  
The Honorable Derrek Pugh  
The Honorable Yvonne McBride  
The Honorable Paul Livingston  
The Honorable Allison Terracio  
The Honorable Don Weaver  
The Honorable Gretchen Barron  
The Honorable Jesica Mackey  
The Honorable Cheryl English  
The Honorable Chakisse Newton

**b. A Proclamation Recognizing Harvest Hope Food Bank and Declaring June as National Hunger Awareness Month**

The Honorable Overture Walker  
The Honorable Jesica Mackey  
The Honorable Derrek Pugh  
The Honorable Yvonne McBride  
The Honorable Paul Livingston  
The Honorable Allison Terracio  
The Honorable Don Weaver  
The Honorable Gretchen Barron  
The Honorable Cheryl English  
The Honorable Chakisse Newton

**c. A Proclamation Recognizing County Environmental Education Analyst Chanda Cooper**

The Honorable Jesica Mackey  
The Honorable Gretchen Barron  
The Honorable Derrek Pugh  
The Honorable Paul Livingston  
The Honorable Don Weaver  
The Honorable Cheryl English

- d. A Proclamation Recognizing Westwood High School Girl's Track and Field Team

The Honorable Derrek Pugh

**5. APPROVAL OF MINUTES**

The Honorable Overture Walker

- a. FY23-24 Budget Public Hearing: May 11, 2023 [PAGES 10-11]
- b. Regular Session: May 16, 2023 [PAGES 12-19]
- c. Zoning Public Hearing: May 23, 2023 [PAGES 20-21]
- d. Special Called Meeting - FY23-24 Budget - 2nd Reading: May 25, 2023 [PAGES 22-33]

**6. ADOPTION OF AGENDA**

The Honorable Overture Walker

**7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS [Pursuant to SC Code 30-4-70]**

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. Allen University Property Purchase – 1741 Cushman Drive, Columbia, SC 29203
- b. Solid Waste & Recycling Division - Ballentine Property Purchase

**8. CITIZEN'S INPUT**

The Honorable Overture Walker

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

**9. 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.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

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

Anette Kirylo,  
Clerk of Council

**12. REPORT OF THE CHAIR**

The Honorable Overture Walker

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Department of Public Works - Engineering Division -Carolina Crossroads - Center Point Rd Right-of-Way [PAGES 34-40]
- b. Department of Public Works - Engineering Division -Lake Dogwood Circle S Right-of-Way [PAGES 41-48]
- c. Office of Procurement & Contracting - County-wide Contract Award for RC-568-P-23; Printing, Mailing and Post Services [PAGES 49-51]
- d. Utilities - Transfer of Deeds - Arthurtown/Little Camden/ Taylors Sanitary Sewer [FIRST READING] [PAGES 52-135]
- e. Utilities - Exceeding Purchase Order Limits [PAGES 136-141]
- f. Department of Public Works - Solid Waste & Recycling Division - Collection Area 5B Contract Renewal [PAGES 142-182]
- g. Department of Public Works - Solid Waste & Recycling Division - Collection Area 7 Contract Renewal [PAGES 183-224]

**14. THIRD READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2024) for Richland County, South Carolina for Fiscal Year beginning July 1, 2023 and ending June 30, 2024. 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, 2023 and ending June 30, 2024 [PAGES 225-236]

**15. SECOND READING ITEMS**

The Honorable Overture Walker

- a. Authorizing the joint development and creation of a multicounty park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters [PAGES 237-254]
- b. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between

**16. FIRST READING ITEM**

The Honorable Overture Walker

- a. An Ordinance Authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS#14103-02-20A [PAGES 269-270]

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

The Honorable Jesica Mackey

- a. Department of Public Works - Solid Waste & Recycling Division - Ballentine Property Purchase [EXECUTIVE SESSION]

**18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Project Main View; and other related matters [FIRST READING] [PAGES 271-295]

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

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

1. Board of Zoning Appeals - Four (4) Vacancies [PAGE 296]
  - a. S. Blakely Copeland Cahoon
  - b. Mandy Lautzenheiser
2. Midlands Workforce Development Board - Three (3) Vacancies (Applicants must be from the Private Sector) [PAGE 297]
  - a. Eileen Kershaw
  - b. Stephany Reid-McKnight
  - c. Danielle Diaz
  - d. Harry Plexico (\*Incumbent)
  - e. Sue Taylor

- 20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** The Honorable Overture Walker
- a. Innovista Phase 3 - Project Funding [\[PAGES 298-338\]](#)
  - b. Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language" [FIRST READING] [\[PAGES 339-350\]](#)
- 21. THE REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE** The Honorable Chakisse Newton
- a. Internal Auditor Position [\[PAGES 351-367\]](#)
- 22. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE** The Honorable Jescia Mackey
- a. Proposed 2024 Community Impact Grant Application [\[PAGES 368-371\]](#)
  - b. Community Impact Grant Guidelines [\[PAGES 372-376\]](#)
- 23. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE** The Honorable Gretchen Barron
- a. Unallocated Funds
- 24. OTHER ITEMS** The Honorable Overture Walker
- a. FY23 - District 6 Hospitality Tax Allocations [\[PAGES 377-378\]](#)
    - 1. Carolina Therapeutic Riding - \$6,150
  - b. FY23 - District 11 Hospitality Tax Allocations [\[PAGES 379-380\]](#)
    - 1. Kingville Historical Foundation - \$1,000
    - 2. Town of Eastover - \$13,000
    - 3. SC Philharmonic - \$5,000
    - 4. Columbia Classical Ballet - \$5,000
- 25. 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.*

**26. MOTION PERIOD**

The Honorable Cheryl English

- a. I move to direct the Administrator to review and update the illegal dumping ordinance, including raising fines up to \$5,000.00, jail time, and community service (picking up debris on roadways)

**27. ADJOURNMENT**

The Honorable Overture Walker





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  
Special Called Meeting  
**MINUTES**  
May 11, 2023 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Jason Branham, Derrek Pugh (via Zoom), Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron (via Zoom), Cheryl English, and Chakisse Newton

OTHERS PRESENT: Kyle Holsclaw, Michelle Onley, Ashiya Myers, Lori Thomas, Anette Kirylo, Aric Jensen, Angela Weathersby, Chelsea Bennett, Stacey Hamm, Abhijit Deshpande, Darlene Gathers, Ojetta O’Bryant, Susan O’Cain, and Elizabeth McLean

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.

Mr. Walker acknowledged that Mr. Pugh and Ms. Barron were out of town on business; however, according to Council Rules, they would be allowed to participate virtually.

2. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Weaver.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

3. **PUBLIC HEARING**

Mr. Walker acknowledged that a number of people signed up to speak and noted the allotted time set by Council Rules might exceed and asked if the body would like to suspend the Council’s Rules.

Mr. Weaver moved to suspend the rules to allow all of the citizens signed up to speak, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- a. **An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY24) for Richland County, South Carolina, for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024. 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, 2023, and ending June 30, 2024**
- 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, 2023, will provide sufficient revenues for the**

Special Called Meeting  
May 11, 2023

**operations of Richland County Government during the period from July 1, 2023, through June 30, 2024**

1. Ms. Ebonee Gadson, 1305 Augusta Road, West Columbia, SC 29169 – Keep the Midlands Beautiful
2. Ms. Della Watkins, 1515 Main Street, Columbia, SC 29201 – Columbia Museum of Art
3. Mr. Tommy Stringfellow, 500 Wildlife Parkway, Columbia, SC 29210 – Riverbanks Zoo
4. Mr. Andrew Boozer, 2817 Millwood Avenue, Columbia, SC 29205 – Senior Resources
5. Ms. Leah Wicevic, P.O. Box 1029, Columbia, SC 29202 – Sistercare
6. Dr. Sondra Berge, 1650 Park Circle, Columbia, SC 29201 – Lourie Center
7. Ms. Kim Crafton, 1601 Richland Street, Columbia, SC 29201 – Historic Columbia
8. Mr. David Dubberly, 6423 Gills Creek Road, Columbia, SC 29206 – Midlands Technical College
9. Ms. Kristin Reel, 7648 Garners Ferry Road, Unit 169, Columbia, SC 29209 – Midlands Technical College
10. Ms. Erin Marion, 109 Grandview Circle, Columbia, SC 29229 – Midlands Technical College
11. Ms. Rebecca Lorick, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
12. Ms. Kristin Dickson, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
13. Ms. Kayla Capps, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
14. Ms. Mary-Kathryn Craft, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
15. Mr. Jeff Brillhart, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
16. Ms. Elizabeth Wolfe, 3830 Forest Drive, Suite 201, Columbia, SC 29204 – Pathways to Healing
17. Mr. Michael Krigline, 610 Pickens Street, Columbia, SC 29201 – International Festival
18. Ms. Heidi Chavious, 115 Jordan Creek Road, Wagner, SC 29164 – International Festival
19. Dr. Raj Aluri, 1827 Green Street, Columbia 29201 – International Festival (Written Statement)
20. Mr. Patrick Nhigula, 137 Caedmons Creeks Drive, Irmo, SC 29063 – International Festival
21. Mr. Jaehoon Choe, 301 Cherrywood Drive, Elgin, SC 29045 – International Festival
22. Ms. Tiffany Singleton, 100 Ashland Park Lane, Suite C, Columbia, SC 29210 – International Festival
23. Ms. Anika Thomas, 1431 Assembly Street, Columbia, SC 29201 – Richland Library (on behalf of Ms. Trayci Brazell)
24. Ms. Anika Thomas, 1431 Assembly Street, Columbia, SC 29201 – Richland Library (on behalf of Dr. Sue Berkowitz)
25. Ms. Heather McCue, 2803 Grace Street, Columbia, SC 29201 – Richland Library
26. Ms. Tameka Williams, 7473 Parklane Road, Columbia, 29223 – Recreation Commission
27. Ms. Latasha Taste, 500 Gracern Road, Columbia, SC 29210 – Communities in Schools

4. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Branham.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:04 PM.



Richland County Council  
REGULAR SESSION  
**MINUTES**

May 16, 2023 – 6:00 PM  
Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jessica Mackey, Vice-Chair; Derrek Pugh, Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Angela Weathersby, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Susan O’Cain, Jeff Ruble, Ashiya Myers, Chelsea Bennett, Sarah Harris, Lori Thomas, Michael Maloney, Crayman Harvey, Shirani Fuller, Chris Eversmann, John Thompson, Abhijit Deshpande, Bill Davis, Michael Byrd, Todd Money, Sandra Haynes, Stacey Hamm, and Geo Price

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – Ms. Madison Wood led the Invocation on behalf of the Honorable Yvonne McBride.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Yvonne McBride.
4. **PRESENTATION OF PROCLAMATIONS**
  - a. A Proclamation recognizing the United States National Lawn Tennis Association of South Carolina [BARRON] – Ms. Barron recognized Mr. Branham as a lifelong member of the Tennis Association. She also noted that she will be starting tennis lessons next month.  
  
Ms. Susan O’Cain, Director of Communications/Public Information, read the proclamation recognizing the United States National Lawn Tennis Association of South Carolina into the record.
5. **PRESENTATION OF RESOLUTIONS**

Mr. Pugh moved to add a resolution honoring “Police Officers’ Week”: May 15-21, 2023, to the agenda, seconded by Mr. Weaver.  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

Ms. Barron moved to adopt the resolutions listed as Items 5(a)-5(e) in the agenda packet, seconded by Ms. Mackey.  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

  - a. A Resolution recognizing May as Asian American and Pacific Islander (AAPI) Heritage Month – Ms. O’Cain read the resolution recognizing May as Asian American and Pacific Islanders Heritage Month into the record.
  - b. A Resolution honoring Richland County Emergency Medical Service Employees – Ms. English presented a resolution honoring Richland County Emergency Medical Service employees.
  - c. A Resolution honoring “National Public Works Week”: May 21-27, 2023 – Ms. Mackey presented a resolution honoring National Public Works Week: May 21-27, 2023.
  - d. A Resolution honoring Richland County Detention Center Correctional Officers – Ms. O’Cain read the resolution honoring Richland County Detention Center Correctional Officers into the record.
  - e. A Resolution honoring “Police Officers’ Week”: May 15-21, 2023 – Ms. O’Cain read the resolution honoring “Police Officers’ Week”: May 15-21, 2023, into the record.

6. **APPROVAL OF MINUTES**

- a. Regular Session: May 2, 2023 – Ms. Newton inquired if it is appropriate to include information given to Council members during Citizens’ Input.

Mr. Patrick Wright, County Attorney, indicated it would depend on what the information is. Everything received by Council members does not have to be included in the minutes since minutes are a summary of what happened at the Council meeting. This is something that can be addressed at a later date.

Ms. Newton moved to exclude the SC Safe Elections Group Executive Summary from the May 2, 2023, minutes, and approve the minutes as amended, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following item qualifies for Executive Session:

- a. Clerk to Council’s Office

9. **CITIZENS’ INPUT**

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

10. **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.) – No one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Items for Consideration:

1. FY23-24 Council Budget Motions – Mr. Leonardo Brown, County Administrator, mentioned that Council budget motions are due by Friday, May 19<sup>th</sup>.

2. Alvin S. Glenn Detention Center – Mr. Weaver mentioned one of his constituents contacted him and stated a news outlet reported it would take a year for the locks to be refitted at the detention center.

Mr. Brown responded a detailed timeline, from procurement to completion of the 18 units, was provided at the Detention Center Ad Hoc Committee. The items were procured in March 2023. The expected date of receipt is August 2023. Once the lock system has been received, they will begin going unit by unit. We must consider that the individuals in these housing units must be relocated while the work is being conducted. The vendor does not have the resources to do all the locks on the same day. Strategically, they will go unit by unit. The process will begin in August 2023 and go into 2024.

Mr. Weaver indicated it is safe to say the project will begin in late summer, with an anticipated completion date in early 2024.

Mr. Brown noted the timeline and details are listed on the County’s website, in the Detention Center Ad Hoc Committee agenda packet, and have been provided to the SC Department of Corrections.

3. Land Development Code Community Meetings – Mr. Brown noted the Planning Commission Chair is scheduled to present the Planning Commission’s recommended Zoning Map and text amendments at the May 23<sup>rd</sup> Development and Services Committee meeting. He indicated if Council members would like to schedule additional LDC informational community meetings, please contact administrative staff.

- b. Capital Project Updates:

1. Public Safety Center for E911 – Mr. Brown stated following the evaluation of the request for proposal, LS3P was recommended and approved by Council for the architect for this project. In addition, MB Kahn was recommended and approved as the Construction Manager at Risk.

- April 5, 2023: MB Kahn, Richland County Communications, and the Office of Small Business Opportunity (OSBO) hosted an informational outreach meeting for subcontractors; MB Kahn has made a contractual commitment to diversity and inclusivity;

Council Regular Session

May 16, 2023

-2-

- April 18, 2023: LS3P released the architects' drawings and specification documents, which allowed the County to proceed with the bid/procurement process;
  - May 1, 2023: D.H. Griffin began demolition; Taylor Brothers for trucking and debris; and Carolina Cutting and Coring for saw cutting;
  - May 17, 2023: Second outreach informational meeting for subcontractors;
  - Mid-June 2023: Construction estimated to begin;
  - Late 2024: Estimated completion.
2. Family Services Center – Mr. Brown noted the process for constructing the Family Services Center to house the Richland County Department of Social Services (DSS), Department of Housing and Human Services (DHHS), Department of Health and Environmental Control (DHEC), and potentially other public service agencies (i.e., Voter Registration & Elections) has begun.
- MB Kahn was selected as the cost estimation contractor;
  - February 15, 2023: MB Kahn hosted County staff, project staff, and representatives for DSS, DHHS, and DHEC to solicit information on specific space needs to ensure those needs are appropriately addressed;
  - March 14, 2023: Selective Demolition Notice to Proceed issued;
  - July 2023: Staff anticipates a total cost estimate will be available to the County;
  - Fall 2023: Request Council approval to issue General Obligation (GO) Bonds for Family Service Center construction.

Ms. McBride inquired if Council will have the opportunity to provide input into the services we would like to see at the Family Services Center. She did not want to get too far into the plan, and it cause problems if Council members provided input.

Mr. Brown indicated he does not think it will cause more problems. We want to ensure we meet the needs of the facilities. Ultimately, we will have to determine what we will include or add as a part of the process.

Ms. McBride stated she would like some additional input on the facility.

Mr. Brown expressed his desire to have the LS3P representative weigh in on when it is most beneficial for Council members to provide input.

Ms. Mary Beth Branham, LS3P, acknowledged they would love Council input. She indicated they are preparing to work with Ms. Lori Thomas to set up a high-level meeting to review the “test fit.” The test fit is basically squares of space representing the square footage of the different areas to see how it fits and on which floor. The high-level meeting would be the perfect time for Council to provide input.

Ms. McBride mentioned that it would also be good to receive input from the citizens who will be utilizing the facility. She does not know if that was obtained.

Ms. Branham asserted that involving the citizens at this stage might be a bit premature. They will need input from the departments on where the public needs to access the facility, how the accessibility happens, and who needs the most access to the public. She indicated what they are doing now is “big picture” before the design/build team is selected. They are attempting to provide a good budget and determine if the spaces will fit inside the building. She noted MB Kahn would be providing the cost estimate.

Ms. McBride stated she knows the facility needs lighting, which is one of her concerns.

Ms. Branham mentioned they are showing windows on the perimeter where natural light can be introduced.

Ms. Barron stated, for clarification, we do not have estimates now, which is why staff will be coming back in the Fall with the estimates.

Mr. Brown responded in the affirmative. The anticipated bonding does not affect the debt millage and was always a part of the process.

Mr. Pugh requested when the high-level meeting occurs, the Sheriff's Department and other entities that assist with servicing the family need to be a part of the meeting.

c. Administrator's Nomination:

Mr. Brown stated these items had been seen by Council before. He noted they are back as an Administrator's Nomination. As a part of the process, we request permission to seek applications and grant funds. Once we are awarded the funds, we come back to you to request acceptance of the funding. The projects represent items that have been before Council, and we are now requesting acceptance and utilization of the grant funding.

1. Richland County Eastover Wastewater Treatment Plant Expansion
2. Richland County Hickory Ridge Stormwater Conveyance System Upgrades

Ms. Terracio moved to approve Items 11(c)(1) and 11(c)(2), seconded by Ms. Barron.

Ms. Newton inquired if the Hickory Ridge Stormwater match would come from the Utilities' budget.

Mr. Brown responded in the affirmative.

Ms. Mackey expressed her appreciation to staff for pursuing these grants. She noted the funding is essential for us to continue to deliver quality services to the residents.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

**12. REPORT OF THE CLERK OF COUNCIL**

- a. Public Works Barbeque – Ms. Anette Kirylo, Clerk of Council, reminded Councilmembers of the Public Works Barbeque on Wednesday, May 24<sup>th</sup>, at Noon.
- b. Special Called Meeting – Budget 2<sup>nd</sup> Reading – Ms. Kirylo reminded Councilmembers the 2<sup>nd</sup> Reading of the FY24 Budget is Thursday, May 25<sup>th</sup>, at 6:00 PM.

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

**POINT OF PERSONAL PRIVILEGE** – Ms. Newton stated she was hosting a Re-Zoning Town Hall on Wednesday, May 17<sup>th</sup>, at 6:00 PM at the Garners Ferry Adult Activity Center.

**14. OPEN/CLOSE PUBLIC HEARINGS**

- a. 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 Xerxes Corporation, a company previously identified as Project Armitage, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

**15. APPROVAL OF CONSENT ITEMS**

- a. Case # 22-019MA, Bill Theus, PUD to PUD (55.2 Acres), Wilson Blvd., TMS # R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, and R14800-02-29 [THIRD READING] – Ms. Barron moved to approve this item, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Barron moved to reconsider this item, seconded by Ms. English.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

**16. THIRD READING ITEM**

- a. 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 Xerxes Corporation, a company previously identified as Project Armitage, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

**17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the joint development and creation of a multicounty park with Fairfield County for Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. He noted that a new multicounty industrial park was being created as part of the Scout Motors project. The park will operate much like other parks do now. Because of its size and reimbursement credits, it needs to stand alone.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. The amendment provides new incentives resulting from Mark Anthony investing an additional \$94,820,000, above its initial commitment of \$400,000,000, and creating an additional 100 new jobs.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Livingston stated the Economic Development Committee received an update regarding the Public/Private partnership initiative at the May 16<sup>th</sup> committee meeting.

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

**a. NOTIFICATION OF APPOINTMENTS**

1. Accommodations Tax Committee – Six (6) Vacancies (ONE applicant 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) – Ms. Barron stated the committee recommended appointing Ms. April Shawn Morgan and Ms. Jasmine Farrior.
2. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE must be from the Gas Industry, ONE must be from the Building Industry, One must be 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 must be from the Fire Industry, as alternates) – Ms. Barron stated the committee recommended appointing Mr. Jesse Burke.
3. Midlands Workforce Development Board – Seven (7) Vacancies (Four [4] applicants must be from the Private Sector; One [1] applicant must represent Career & Technical Education; One [1] applicant must represent Adult Education, and One [1] applicant must represent the SC Department of Employment & Workforce) – Ms. Barron stated the committee recommended appointing Mr. Fabian Edward Zalewa and re-appointing Mr. Bobby Cunningham, Mr. Michael Ray, and Mr. David Prigge.

For the record, one vote was taken on all of the Rules and Appointments Committee's recommendations.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

**19. REPORT OF THE OFFICE OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

- a. Proposed FY24 Community Impact Grant Application – Ms. Mackey stated that the committee and Council previously voted on a funding amount for our Community Impact Grant awards. The funding amount is included in the FY24 budget. The next phase is establishing the guidelines for an application and the criteria for the Community Impact Grants. She noted that the committee met on May 11th, reviewed the draft application, and discussed additional criteria. The goal is to complete the application and criteria by May 31<sup>st</sup>. Once completed, the application and criteria will be forwarded to Council.

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

Ms. Barron informed the body and the general public that the County is well on its way to making the awards. Instead of making awards for all \$16M at one time, we are bringing the committee's recommendations forward to Council as they are made. Staff and the third-party vendor have already begun the vetting process and conducting desk reviews. At today's committee meeting, they discussed sharing information with the general public about which applicants have been awarded funding thus far.

a. American Rescue Plan Application Review and Recommendation:

1. Senior Assistance – Ms. Barron stated the committee recommended awarding up to \$500,000 each to SC Uplift and SCACAP-SC Association of Community Action Partnerships.

Ms. McBride stated, for clarification, that we are not voting on individual grants at this time.

Ms. Barron responded we are voting on the individual grants. Of the applicants we received, SC UpLift and SCACAP – SC Association of Community Action Partnerships, made it through the desk review and risk assessment. The recommendation was to award up to \$500,000 to each organization.



In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Walker, Mackey, English, and Newton

Opposed: McBride

Recuse: Barron (due to volunteering/working with one of the organizations)

The vote was in favor.

Mr. Pugh moved to reconsider this item, seconded by Ms. English.

In Favor: McBride

Opposed: Branham, Pugh, Livingston, Terracio, Weaver, Walker, Mackey, English, and Newton

Recuse: Barron (due to volunteering/working with one of the organizations)

The motion for reconsideration failed.

2. Unhoused Persons Categories – Ms. Barron noted the committee was met with a conundrum due to two of the committee members having a potential conflict of interest. Therefore, the committee was left without a quorum to make a recommendation. The matter was brought to Council to make a recommendation.

Ms. Mackey moved to award the following applicants and amounts, seconded by Mr. Pugh:

- Alston Wilkes Society - \$320,000
- The Compass Community Development Corporation - \$38,950
- Mental Illness Recovery Center, Inc. (MIRCI) - \$1,000,000
- Restoration803 - \$10,000
- Eddings Help House - \$50,000.00

Ms. Newton inquired as to the total amount of funding being recommended.

Ms. Mackey stated she did not know the total amount but was below the amount assigned.

Mr. Weaver inquired as to where the funding was coming from.

Ms. Mackey responded it is ARPA funding. The applicants applied for the category tied to Unhoused Persons and have gone through an extensive process by the County's third-party vendor.

Mr. Wright indicated since Ms. Newton and Ms. Barron recused themselves during the committee meeting, they should refrain from participating in the discussion regarding this category.

Ms. McBride pointed out that she supports many of these projects, but her vote will be no, even though much work has been done to improve the process. She stated she had concerns from the beginning. Although things have been put in place to better the process, based on what had taken place initially, she still had lingering concerns regarding the overall process.

Mr. Livingston inquired about the amount being awarded in this category.

Ms. Thomas indicated the total recommended amount is \$1,418,950. An additional \$200,000 was allocated last year for Transitions, which will also be included in the amount. Therefore, the amount of funding remaining is \$381,050.

Ms. Mackey noted that the requests received exceeded the amount set aside for this category, but her motion was for less.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Walker, Mackey, and English

Opposed: McBride

Recuse: Barron (due to volunteering/working with one of the organizations) and Newton (due to a family member receiving services from one of the organizations)

The vote was in favor.

Mr. Pugh moved to reconsider this item, seconded by Ms. English.

In Favor: McBride

Opposed: Branham, Pugh, Livingston, Terracio, Weaver, Walker, Mackey, and English

Recuse: Barron (due to volunteering/working with one of the organizations) and Newton (due to a family member receiving services from one of the organizations)

The motion for reconsideration failed.

b. Staff Updates:

1. Affordable Housing – Ms. Barron stated the committee recommended authorizing the County Administrator to allocate up to \$4M in available funding for affordable housing in Richland County.

Ms. Mackey inquired if there is a program plan or if staff will be coming back to us with the plan.

Ms. Barron replied this is merely an authorization of the funds. As far as programmatically, that is a second tier we will take up later. Because we are in the budget season, we need to ensure we have authorized the funds to be a part of that process.

Mr. Brown expressed that part of the committee’s discussion was hearing from Council members because the committee has not designated a specific method or definition of affordable housing. Council members can communicate their feedback through the Clerk’s Office or himself. Council members can point the external agencies familiar with affordable housing to Administration so that they can obtain feedback and information. The feedback and information will be utilized to bring back options for consideration to Council. He noted that separating the funding and the mechanism prevents them from being constrained by timelines associated with any particular pot of money.

For clarification, Ms. Mackey stated the committee recommended not funding any of the requested organizations. The County will develop a program to address affordable housing.

Ms. Barron responded we would not award any of the applications we received, but we are not necessarily creating a program. We are creating a method to fund.

Ms. Mackey inquired if the applicants would be notified.

Ms. Barron replied part of the process would be, as we are notifying individuals of their awards, those applicants not being funded will also be notified.

Mr. Branham noted he would be voting “no” on this item because of how the motion was structured and not because he does not support local government providing affordable housing initiatives.

Mr. Weaver stated, for clarification, we are not authorizing any new construction with these funds.

Mr. Brown responded in the affirmative. He noted he would not be taking any action related to this particular funding without it coming back to the body.

Ms. Barron maintained these funds are authorizing the staff to use available funding. It is not taking away from any entity that is already receiving funding. We are not increasing anything. This is available funding.

In Favor: Pugh, Livingston, Terracio, Weaver, Barron, Walker, English, and Newton

Opposed: Branham, McBride, and Mackey

The vote was in favor.

Mr. Pugh moved to reconsider this item, seconded by Ms. English.

In Favor: Branham, McBride, and Mackey

Opposed: Pugh, Livingston, Terracio, Weaver, Barron, Walker, English, and Newton

The motion for reconsideration failed.

2. Desk Reviews – Ms. Barron mentioned the desk reviews have begun and noted we have already received some back. The desk reviews assist us in determining allowable costs. It is an internal audit that the third-party vendor and staff are conducting to ensure we are good stewards of the funding.

Ms. Mackey inquired which categories remain to be addressed by the Coronavirus Ad Hoc Committee.

Ms. Thomas responded the following categories still need to be addressed: Non-Profits, Workforce Training, Educational Assistance, Food Insecurity, Youth and Recreation Services, and Small Businesses.

21. OTHER ITEMS

- a. FY23 – District 2 Hospitality Tax Allocations: Omega Men of Columbia - \$5,000
- b. FY23 – District 3 Hospitality Tax Allocations: Greater Waverly Foundation - \$15,000

Mr. Pugh moved to approve Items 21(a) and 21(b), seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 21(a) and 21(b), seconded by Ms. Mackey.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Mr. Pugh moved to go into Executive Session, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:42 PM  
and came out at approximately 7:54 PM***

Ms. Terracio moved to come out of Executive Session, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

22. **MOTION PERIOD** – No motions were received.

23. **ADJOURNMENT** – Mr. Pugh moved to adjourn the meeting, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
The vote in favor was unanimous.

The meeting adjourned at approximately 7:55 PM.



Richland County Council  
Zoning Public Hearing  
**MINUTES**  
May 23, 2023 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Derrek Pugh, Yvonne McBride, Paul Livingston, Don Weaver, Gretchen Barron, Overture Walker, Jessica Mackey, Cheryl English, and Chakisse Newton

NOT PRESENT: Jason Branham and Allison Terracio

OTHERS PRESENT: Geo Price, Angela Weathersby, Kyle Holsclaw, Anette Kirylo, Michelle Onley, Patrick Wright, Aric Jensen, Andrea Hannah-Dennis, Tina Davis-Gooden, Chelsea Bennett and Dale Welch

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.  
Mr. Walker noted that Mr. Branham and Ms. Terracio were not present tonight due to business obligations.
2. **ADDITIONS/DELETIONS TO THE AGENDA**- There were no additions/deletions to the agenda.
3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Pugh.  
In Favor: Pugh, McBride, Livingston, Weaver, Barron, Walker, Mackey, English, and Newton.  
Not Present: Branham and Terracio.  
The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS [ACTION]**

1. **Case # 23-007MA**

Cory Swindler  
LI to RM-MD (35.05 Acres)  
W/S Farrow Road  
TMS# R17600-01-12 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pugh moved to deny the re-zoning request, seconded by Ms. English.

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

Not Present: Branham and Terracio.

The vote in favor was unanimous.

2. **Case # 22-010MA**

Sherwin Paller  
NC to RM-HD (.17 Acres)  
1159 Olympia Ave  
TMS# R11203-01-03 [FIRST READING]

3. **Case # 23-011MA**  
Sherwin Paller  
NC to RM-HD (.17 Acres)  
1161 Olympia Ave  
TMS # R11203-01-02

Ms. English moved to defer Case #s 23-010MA and 23-011MA to the June Zoning Public Hearing, seconded by Ms. Mackey.

In Favor: Pugh, McBride, Livingston, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: Branham and Terracio.

The vote in favor was unanimous.

5. **ADJOURNMENT** – Mr. Pugh moved to adjourn the meeting, seconded by Ms. Mackey.

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

Not Present: Branham and Terracio.

The vote in favor was unanimous.

The meeting adjourned at approximately 7:06 PM.



# Richland County Council

## MINUTES

Special Called Meeting  
2<sup>nd</sup> Reading – FY24 Budget  
May 25, 2023 – 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Overture Walker, Chair; Jesica Mackey, Vice Chair, Jason Branham, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Cheryl English, and Chakisse Newton

**OTHERS PRESENT:** Michelle Onley, Lori Thomas, Tamar Black, Angela Weathersby, Ashiya Myers, Stacey Hamm, Michael Maloney, Dale Welch, Sandra Haynes, Michael Byrd, Kyle Holsclaw, Leonardo Brown, Allen Brown, Anette Kirylo, Aric Jensen, Abhijit Deshpande, Brittney Hoyle-Terry, Chelsea Bennett, Fielding Pringle, Susan O’Cain, Jasmine Crum, Hans Pauling, Judy Carter, Patrick Wright, Oscar Rosales, Darlene Gathers, and Ojetta O’Bryant

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

3. **SECOND READING**

- a. **An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2024) for Richland County, South Carolina for Fiscal Year beginning July 1, 2023 and ending June 30, 2024. 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, 2023, and ending June 30, 2024** – Ms. English moved to approve this item, seconded by Ms. Mackey.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 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, 2023, will provide sufficient revenues for the operations of Richland County Government during the period from July**

**1, 2023, through June 30, 2024** – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

4. **SECOND READING MOTION LIST**

**a. MILLAGE AGENCIES**

1. ***Richland County Recreation Commission (Recommended: \$16,455,543)*** – Ms. Mackey moved to approve Administration’s recommendation of the no mill increase amount, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

2. ***Columbia Area Mental Health (Recommended: \$2,531,000)*** – Mr. Pugh moved to approve Administration’s recommendation of the no-mill increase amount, seconded by Ms. Terracio.

Mr. Livingston made a substitute motion to fund Columbia Area Mental Health at the mill cap (\$2,714,000), seconded by Ms. McBride.

In Favor: Pugh, McBride, Livingston, Terracio, Mackey, English, and Newton

Opposed: Branham, Weaver, Barron, and Walker

The vote was in favor of the substitute motion.

3. ***Public Library (Recommended: \$31,030,229)*** – Ms. Terracio moved to approve the Richland Library at \$32,311,229, seconded by Mr. Weaver.

In Favor: Pugh, McBride, Livingston, Terracio, Weaver, Walker, Mackey, English, and Newton

Opposed: Branham and Barron

The vote was in favor.

4. ***Riverbanks Zoo and Gardens (Recommended: \$2,706,000)*** – Ms. Mackey moved to approve the Administration’s recommendation of the no-mill increase amount, seconded by Mr. Weaver.

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

Opposed: Branham

The vote was in favor.

5. **Midlands Technical College – Operating (Recommended: \$7,228,763)** – Mr. Livingston moved to fund Midlands Technical College – Operating at \$7,503,630, seconded by Mr. Pugh.

In Favor: Pugh, McBride, Livingston, Terracio, and English

Opposed: Branham, Weaver, Barron, Walker, Mackey, and Newton

The motion failed.

Ms. Terracio moved to approve the Administration’s recommendation of the no-mill increase amount for Midlands Technical College – Operating, seconded by Ms. Barron.

Ms. Mackey made a substitute motion to approve \$7,503,630 for Midlands Technical College – Operating utilizing ARPA funds, seconded by Mr. Walker.

Ms. Mackey withdrew the motion.

In Favor: Branham, Pugh, Terracio, Weaver, Barron, Mackey, English, and Newton

Opposed: McBride, Livingston, and Walker

The vote was in favor of the no-mill increase amount.

6. **Midlands Technical College – Capital (Recommended: \$3,926,731)** – Mr. Pugh moved to approve the Administration’s recommendation of the no-mill increase amount, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote was in favor.

7. **School District One (Recommended: \$254,990,675)** – Mr. Weaver moved to approve the Administration’s recommendation of the no-mill increase, seconded by Ms. Barron.

In Favor: Branham, Pugh, Terracio, Weaver, Barron, Walker, and Mackey

Opposed: McBride, Livingston, English, and Newton

The vote was in favor.

8. **School District Two (Recommended: \$181,576,392)** – Mr. Pugh moved to approve the Administration’s recommendation of the no-mill increase, seconded by Ms. Newton

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.



**b. GRANTS**

9. *Accommodations Tax (Approve A-Tax revenue projections; \$600,000)*
10. *Accommodations Tax (Approve A-Tax use of fund balance; \$166,667)*
11. *Accommodations Tax (Approve A-Tax transfer out; \$25,000)*
12. *Accommodations Tax (Approve A-Tax committee recommendations; \$741,667)*
13. *Hospitality Tax (Approve H-Tax revenue projects; \$8,400,000)*
14. *Hospitality Tax (Approve H-Tax use of fund balance; \$1,098,713)*
15. *Hospitality Tax (Approve H-Tax transfer out; \$4,988,713)*
16. *Hospitality Tax (Approve H-Tax committee recommendations; \$500,000)*
17. *Hospitality Tax (Approve H-Tax reserve for contingency; \$150,000)*
18. *Hospitality Tax (Approve H-Tax Council discretionary; \$82,425 for each Council District; \$906,675)*
19. *Hospitality Tax (Approve funding for Columbia Museum of Art at requested amount; Requested: \$850,000; Recommended: \$850,000)*
20. *Hospitality Tax (Approve funding for Historic Columbia Foundation at the requested amount; Requested: \$622,500; Committee awarded: \$8,900; Recommended: \$613,000)*
21. *Hospitality Tax (Approve funding for EdVenture at the requested amount; Requested: \$575,000; Committee awarded: \$11,000; Recommended: \$564,000)*
22. *Hospitality Tax (Approve funding for Township Auditorium Foundation; \$415,000)*
23. *Hospitality Tax (Approve funding to Richland County Facilities and Ground Maintenance Division to provide Township Auditorium's ground maintenance; \$700,000)*

Ms. Newton moved to approve Administration's recommendation for Items 9-23, seconded by Ms. Terracio.

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

Opposed: Branham

The vote was in favor.

24. *Hospitality Tax – Special Promotions (Approve funding for Capital City Lake Murray Country; Requested: \$150,000; Committee awarded: \$25,400; Recommended: \$124,600) –*  
Mr. Branham moved to approve \$124,600 for Capital City Lake Murray Country, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 25. Hospitality Tax – Special Promotions (Approve funding for Columbia Metro Convention & Visitors Bureau; Requested: \$275,000; Committee awarded: \$33,000; Recommended: \$242,000)** – Ms. Mackey moved to approve \$242,000 for the Columbia Metro Convention & Visitors Bureau; seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 26. Hospitality Tax – Special Promotions (Approve funding for Columbia International Festival; Requested: \$235,000; Committee awarded: \$17,200; Recommended: \$217,800)** – Mr. Pugh moved to approve \$217,800 for the Columbia International Festival, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 27. Hospitality Tax – Tier 3 (Approve funding for South East Rural Community Outreach [SERCO]; Requested: \$90,000; Committee awarded: \$11,333; Recommended: \$78,667)** – Ms. Barron moved to approve \$78,667 for the South East Rural Community Outreach, seconded by Mr. Pugh.

In Favor: Pugh, McBride, Barron, Walker, Mackey, English, and Newton

Opposed: Branham, Livingston, Terracio, and Weaver

The vote was in favor.

- 28. Hospitality Tax – Tier 3 (Approve carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2024 budget)**

- 29. Hospitality Tax - Tier 3 (Approve carryover of any unexpended funds from the Historical Corridor to FY 2024 budget)** – Ms. Newton moved to approve Items 28-29, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 30. Hospitality Tax (Approve funding to the Lower Richland Sweet Potato Festival for their annual festival in FY 2024; Committee Awarded: \$15,800; Recommended: \$44,200)** – Ms. English moved to approve \$44,200 for the Lower Richland Sweet Potato Festival, seconded by Ms. Newton.

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

Opposed: Branham

The vote was in favor.

- 31. Hospitality Tax (Approve carrying over any unexpended hospitality funds from each Councilmember District to FY 2024 budget)** – Ms. Newton moved to approve this item, seconded by Mr. Livingston.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 32. Hospitality Tax (Adjust and approve H-Tax use of fund balance as necessary; this will override motion #14; 2<sup>nd</sup> Reading Amount: \$1,365,255)**

- 33. Neighborhood Redevelopment (Approve Neighborhood Improvement Grant Recommendations: \$79,139.80)**

- 34. Conservation Commission (Approve Conservation Commission Grant Recommendations: \$178,490)**

- 35. Various Grant Funded Depts. (Approve department requests that are applying for external grants in FY 2024, required matching of County funds, and grant-funded positions; \$61,550,774)** – Ms. Newton moved to approve Items 32-35, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

#### **c. GENERAL FUND**

- 36. County-wide Departments (Approve Projected General Fund Revenue as presented in the FY2024 Recommended Budget Book; \$202,132,831)** – Ms. Mackey moved to approve Administration's recommendation of \$202,132,831, seconded by Mr. Walker.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- 37. County-wide Departments (Approve General Fund Transfers in from H-Tax and A-Tax Funds as presented in the FY 2024 Recommended Budget Book; \$3,525,000)** – Ms. Mackey moved to approve Administration's recommendation of \$3,525,000, seconded by Ms. Barron.

Ms. Terracio made a substitute motion to approve Items 37-54, seconded by Ms. Barron.

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

Opposed: Weaver

The vote was in favor.

38. *County-wide Departments (Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY 2024 Recommended Budget Book; \$5,474,226)*
39. *County-wide Departments (Approve Use of ARPA funds to support General Fund expenditure; \$7,000,000)*
40. *Business Service Center (Approve refining and redesigning the Business License Fee schedule as presented by Richland County's Business License Center)*
41. *Building Inspections Department (Approve review and renew of Building Permit fees as presented by Richland County's Building Inspections Department)*
42. *County-wide Departments (Approve 4% pay raise for Richland County's full-time employees to be implemented in August 2023 [General Funded Positions]; \$4,405,808)*
43. *County-wide Departments (Approve 4% pay raise for Richland County's full-time employees to be implemented in August 2023 [Other Funded Positions]; \$1,152,155)*
44. *Countywide Departments (Approve funding for implementation of wage adjustment plan to be approved by the Council at a later date. This is the partial funding for FY24; \$5,594,192)*
45. *Administration (Approve and direct County Administrator to undertake a study to determine a cost overhead model to allocate certain shared general governmental functions costs to Enterprise Funds)*
46. *County-wide Departments (Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY 2024 Recommended Budget Book; \$149,203,021)*
47. *Transfer Out (Approve General Fund Operating Transfers Out as presented in the FY 2024 Recommended Budget Book; 9,465,912)*
48. *Non-Departmental (Approve funding for affordable housing initiatives; \$4,000,000)*
49. *County-wide Departments (Approve General Fund New Positions as presented in the FY 2024 Recommended Budget Book; \$463,124)*
50. *County-wide Departments (Approve Other Fund New Positions as presented in the FY 2024 Recommended Budget Book; \$636,163)*
51. *Non-Departmental (Approve funding the Central Midlands COG for FY 2024; \$219,917)*
52. *Non-Departmental (Approve funding the City Center Partnership for FY 2024; \$50,000)*
53. *Non-Departmental (Approve funding LRADAC for FY 2024; \$600,000)*
54. *Community Impact Grants (Approve funding for the Community Impact Grant Committee recommendations; \$1,780,000)*
55. *Community Impact Grants (1. 60% of the total funding for Community Impact Grants be allocated for countywide community grants using current grant application process; 2. The remaining 40% of the funding be allocated and divided equally among all eleven districts using a process similar to District Hospitality Tax allocations; 3. Administration will review grant process to ensure guidelines are in compliance with all fiscal and legal requirements)*

***and make recommendations as appropriate)*** – Ms. McBride moved to approve this item, seconded by Mr. Weaver.

In Favor: Pugh, McBride, and Weaver

Opposed: Branham, Livingston, Terracio, Barron, Walker, Mackey, English, and Newton  
The motion failed.

**56. *Community Impact Grants (Approve funding for St. John Foundation, Inc. [Career Development and Violence Prevention Program] for FY 2024; \$75,000)***

**57. *Community Impact Grants (Approve funding for Wiley Kennedy Foundation, Inc. [Community Empowerment and Youth Fellowship Program] for FY 2024; \$75,000)*** – Ms. McBride moved to approve Items 56-57, seconded by Mr. Pugh.

In Favor: Pugh, McBride, and Weaver

Opposed: Branham, Livingston, Terracio, Barron, Walker, Mackey, English, and Newton  
The motion failed.

**58. *Community Impact Grants (Approve funding for Communities in Schools of SC; \$81,000)***

**59. *Community Impact Grants (Approve funding for Midlands Area Food Bank; \$150,000)*** – Ms. Barron withdrew Items 58-59 from consideration.

**60. *Public Information Office (Eliminate the printing of annual calendars from the PIO Office by reducing the need to print wall calendars)*** – Mr. Patrick Wright, County Attorney, indicated this motion was not properly before the body.

Mr. Weaver withdrew the motion from consideration.

**61. *Sheriff Department (Approve funding to allow Sheriff's Department [1] to increase the minimum starting salary for a sheriff's deputy to \$50,000; [2] to ensure that any deputy with at least one year of experience with the department makes at least \$52,500; and [3] all employees of RCSD receives a 5% pay increase in FY 2024; \$5,277,351)*** – Mr. Branham moved to approve \$464,000 for salary increases for the Deputy, Master Deputy, Corporal, and Sergeant positions at the Sheriff's Department, seconded by Mr. Weaver.

In Favor: Branham, Pugh, McBride, Livingston, Weaver, and Barron

Opposed: Terracio, Walker, Mackey, English, and Newton

The vote was in favor.

**62. *County-wide Departments (Authorize increase in the General Fund Operating Levy by 3 millage points to raise sufficient FY 2024 General Fund Revenue)*** – This item was withdrawn by staff.

**63. *County-wide Departments (Adjust and approve Projected Use of General Fund Balance to support overall General Fund expenditure as necessary; This will override motion #38)*** – Ms. Newton moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

**d. SPECIAL REVENUE FUNDS**

- 64. *Economic Development (Approve revenue and expenditure budget of Economic Development; \$6,346,000)*
- 65. *Emergency Telephone System (Approve revenue and expenditure budget of Emergency Telephone System; \$7,446,442)*
- 66. *Fire Services (Approve revenue and expenditure budget of Fire Services; \$35,639,775)*
- 67. *Hospitality Tax (Approve revenue and expenditure budget of Hospitality Tax; \$9,498,713)*
- 68. *Accommodations Tax (Approve revenue and expenditure budget of Accommodations Tax; \$766,667)*
- 69. *Transportation Tax (Approve revenue and expenditure budget of Transportation Tax; \$88,000,000)*
- 70. *Mass Transit (Approve revenue and expenditure budget of Mass Transit; \$24,754,400)*
- 71. *Neighborhood Redevelopment (Approve revenue and expenditure budget of Neighborhood Redevelopment; \$946,000)*
- 72. *Public Defender (Approve revenue and expenditure budget of Public Defender; \$6,411,756)*
- 73. *Title IVD- Sheriff's Fund (Approve revenue and expenditure budget of Title IVD-Sheriff's Fund; \$62,671)*
- 74. *School Resource Officers (Approve revenue and expenditure budget of School Resource Officers; \$7,229,710)*
- 75. *Victim's Assistance (Approve revenue and expenditure budget of Victim's Assistance; \$1,334,426)*
- 76. *Tourism Development (Approve revenue and expenditure budget of Tourism Development; \$1,280,500)*
- 77. *Temporary Alcohol Permits (Approve revenue and expenditure budget of Temporary Alcohol Permits; \$167,817)*
- 78. *Stormwater Management (Approve revenue and expenditure budget of Stormwater Management; \$3,894,800)*
- 79. *Conservation Commission (Approve revenue and expenditure budget of Conservation Commission; \$3,908,930)*

**80. Road Maintenance (Approve revenue and expenditure budget of Road Maintenance ; \$11,345,478)**

**81. Child Fatality Review (Approve revenue and expenditure budget of Child Fatality Review; \$70,000)**

Mr. Pugh moved to approve Items 64-81, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

**82. Temporary Alcohol Permits (Approve funding the River Alliance for FY 2024; \$55,000) – Mr. Livingston moved to approve \$55,000 for the River Alliance, seconded by Ms. Terracio.**

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Walker, English, and Newton

Opposed: McBride, Barron, and Mackey

The vote was in favor.

#### **e. DEBT SERVICE**

**83. General Obligation Debt Service (Appropriate funding to fund debt service: \$20,124,222)**

**84. Fire Bond Debt Service (Appropriate funding to fund debt service: \$550,150)**

**85. Hospitality Refund 2013A B/S [Special Assessment] (Appropriate funding to fund debt service: \$1,488,713)**

**86. RC-IP Revenue Bond 2019 (Appropriate funding to fund debt service: \$1,602,917)**

**87. School District I Debt Service (Appropriate funding to fund debt service: \$66,841,168)**

**88. School District II Debt Service (Appropriate funding to fund debt service: \$66,194,904)**

**89. Recreation Commission (Appropriate funding to fund debt service: \$3,164,689)**

**90. Riverbanks Zoo & Garden (Appropriate funding to fund debt service: \$2,591,510)**

**91. East Richland Public Service Dist. [Sewer] (Appropriate funding to fund debt service: \$1,438,561)**

**92. Transportation Bonds (Appropriate funding to fund debt service: \$14,434,750)**

Ms. Newton moved to approve Items 83-92, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

#### CAPITAL IMPROVEMENT PLAN

93. **County-wide Departments (Approve multi-year comprehensive capital improvement plan as presented in the FY 2024 Recommended Budget Book [FY 2024 – FY 2027]; \$240,541,724]** – Ms. Terracio moved to approve \$240,541,724 for the multi-year comprehensive capital improvement plan, seconded by Ms. Mackey.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

94. **Count-wide Departments (Approve funding to conduct an updated feasibility study in FY 2024 to construct a new Richland County Judicial Center; \$100,000)** – Mr. Weaver moved to approve up to \$100,000 for a feasibility study to construct a new Richland County Judicial Center, seconded by Mr. Branham.

In Favor: Branham, Livingston, Weaver, and Barron

Opposed: Pugh, McBride, Terracio, Walker, Mackey, English, and Newton

The motion failed.

#### f. ENTERPRISE FUNDS

95. **Solid Waste Enterprise Fund (Approve 5% increase in the Landfill's rate schedule for FY 2024 as presented by the Department in the Council Budget Work Session on April 20, 2023; \$1,461,054)**
96. **Solid Waste Enterprise Fund (Approve Mill Cap budget for Landfill: \$7,444,770)**
97. **Solid Waste Enterprise Fund (Approve 5% increase in the Curbside Collection's rate schedule for FY 2024 as presented by the Department in the Council Budget Work Session on April 20, 2023; \$35,301,354)**
98. **Solid Waste Enterprise Fund (Approve funding for Solid Waste's total budget; \$44,207,178)**
99. **Solid Waste Enterprise Fund (Approve funding for Keep Midlands Beautiful; \$42,900)**
100. **Richland County Utilities (Approve proposed water rate increase and fee schedule presented by Richland County Utilities in the Council Budget Work Session on April 20, 2023; \$73,597)**
101. **Richland County Utilities (Approve funding for Richland County Utilities total budget; \$14,661,266)**
102. **Hamilton-Owens Airport Operating (Approve funding for Richland County Airport Budget; \$608,554)**

Mr. Weaver moved to approve Items 95-102, seconded by Ms. Barron.



In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

5. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 8:55 PM.

# Richland County Council Request for Action

**Subject:**

Carolina Crossroads - Center Point Rd ROW

**Notes:**

May 23, 2023 – The Development & Services Committee recommended Council approve the transfer of right-of-way on Center Point Rd. to the South Carolina Department of Transportation (SCDOT) for the Carolina Cross Roads Project.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 2, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Carolina Crossroads - Center Point Rd Right-of-Way		

**RECOMMENDED/REQUESTED ACTION:**

Public Works is requesting that County Council transfer the right-of-way (as detailed in attachments) on Center Point Rd to the South Carolina Department of Transportation (SCDOT) for the Carolina Cross Roads Project.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is no associated cost.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

The SCDOT is requesting 9,041 square feet of the County maintained road, Center Pointe Rd, at the intersection of Burning Tree Dr to be transferred to its ownership for the re-alignment of I-26 and I-20 (Carolina Cross Roads Project). An exhibit is attached to the quit-claim illustrating the request. Public Works has no issue with this request.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

Goal 1.5: Collaborate with other governments

Goal 4.3: Create excellent facilities

**ATTACHMENTS:**

1. Quit-claim
2. Exhibit A
3. Waiver of Rights

**THE STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

Road/Route **I-20/I-26/I-126**  
 Project ID No. **P027662**  
 Tract **177**

**QUITCLAIM**

Approximate Survey Stations

9332+00	To	9333+00 Left
S-1841 (Burning Tree Drive)	To	_____
_____	To	_____

**KNOW ALL MEN BY THESE PRESENTS**, that I (or we) **Richland County - 400 Powell Road, Columbia, SC 29203**, for and in consideration of the sum of **One and no/100s Dollars (\$1.00)** to me (or us) in hand paid, receipt of which is hereby acknowledged, do hereby remise, release and quitclaim unto the South Carolina Department of Transportation, its Successors and Assigns, all my (or our) right, title, and interest in and to the following described property:

All that certain piece, parcel or lot of land, including all improvements thereon, if any, containing 9,041 square feet of land, owned by Richland County, and shown as the “Area of Acquisition” on Exhibit “A”, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on the plans for the project between approximate survey stations 9306+02.22 and 9383+15.11, Road S-1841 (Burning Tree Drive). This being a portion of the property acquired from Nations Bank of North Carolina, NA, as Trustee for the NCNB Real estate Fund by Easement and Right of Way Deed dated September 23, 1993 and recorded November 18, 1993 in Book 1170 at page 145 in the ROD Office for Richland County.

**GRANTEE’S ADDRESS: SCDOT, Director, Rights of Way, P. O. Box 191, Columbia, SC 29202-0191**

**Date Checked** \_\_\_\_\_ **By** \_\_\_\_\_  
**Project ID No.** P027662 **Tract** 177

**TO HAVE AND TO HOLD** unto the South Carolina Department of Transportation, its Successors and Assigns forever, the above quitclaimed premises, together with all and singular the rights, members and hereditaments and appurtenances thereto belonging, or in anywise incident or appertaining.

**AND I (we)** do hereby bind myself (ourselves) and my (our) heirs and personal representatives, or successors to warrant and forever defend the above quitclaimed premises to the South Carolina Department of Transportation, its successors and assigns against all persons claiming by, through or under me (us).

**IN WITNESS WHEREOF**, I (or we) have hereunto set my (or our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, Two Thousand and **Twenty-Three**.

Signed, sealed and delivered in the presence of: **Richland County**

1 <sup>st</sup> Witness	<b>By: Leonardo Brown</b> Grantor <b>Its: County Administrator</b>
2 <sup>nd</sup> Witness	Grantor (L.S.)

**NOTE:** All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE SOUTH CAROLINA )  
 OF \_\_\_\_\_ )  
 COUNTY RICHLAND )  
 OF \_\_\_\_\_ )

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by Leonardo Brown, its County Administrator as the authorized signatory for Richland County.

\_\_\_\_\_  
 Signature of Notary Public

\_\_\_\_\_  
 Printed Name of Notary Public

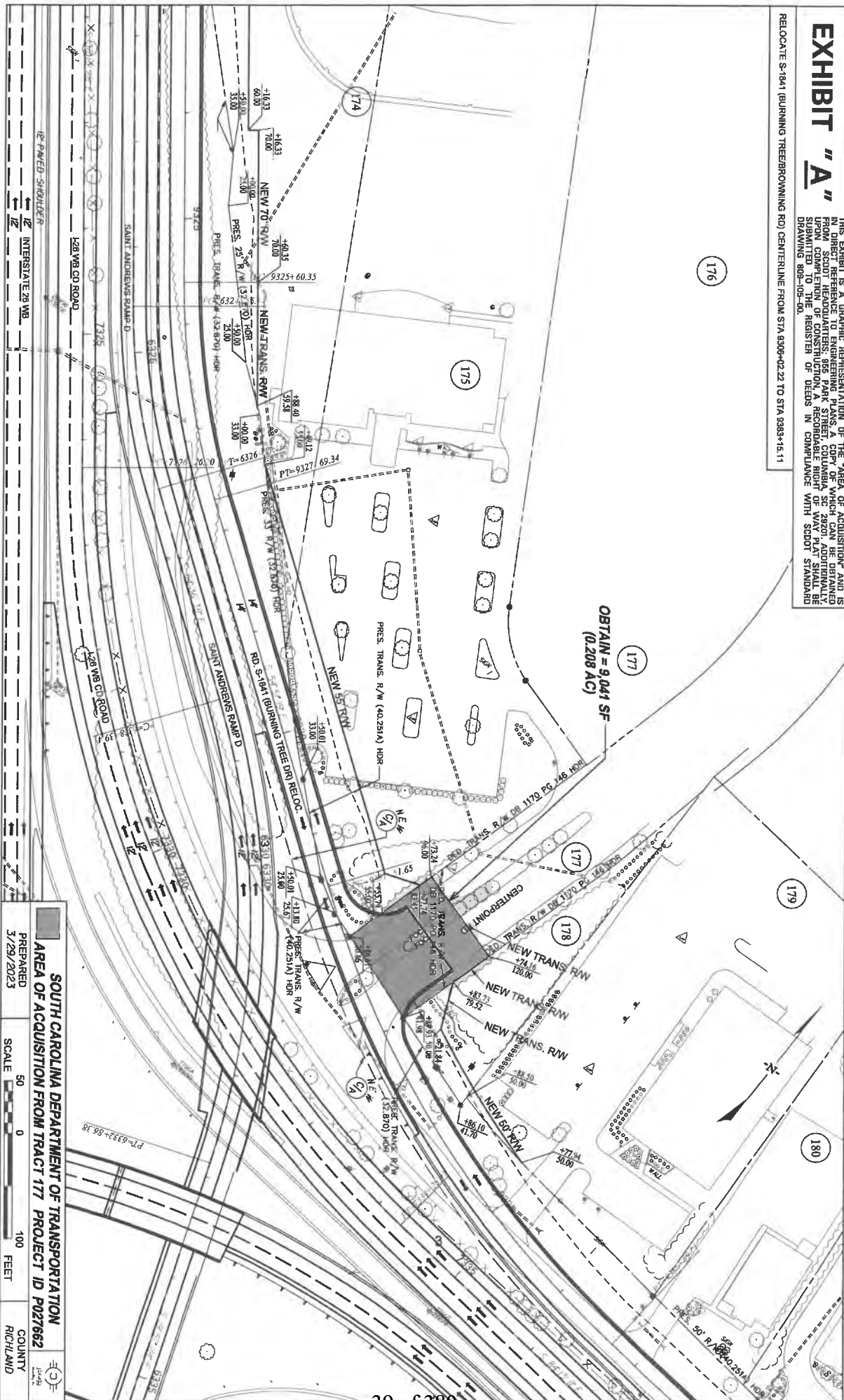
**NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA**

My Commission Expires: \_\_\_\_\_  
 (Affix seal if outside SC)

# EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS A COPY OF WHICH CAN BE OBTAINED FROM SCOTT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONAL INFORMATION ON THE PROJECT OR SECTION A RESPONSIBLE RIGHT OF WAY PLAN SHALL BE SUBMITTED TO THE RESPECTIVE OFFICE OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION DRAWING 908-105-00.

RELOCATE S-1941 (BURNING TREEBROWNING RD) CENTERLINE FROM STA. 9306+02.22 TO STA. 9393+15.11



**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

AREA OF ACQUISITION FROM TRACT 177 PROJECT ID P027662

PREPARED 3/29/2023

SCALE 50 0 100 FEET

COUNTY RICHLAND

**THE STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF SOUTH CAROLINA** )

**WAIVER OF RIGHTS**

Road/Route **I-20/I-26/I-126**  
Project ID No. **P027662**  
Tract **177**

I have been fully informed of my right to receive just compensation for the above referenced property pursuant to the U. S. and S. C. Constitutions and the S. C. Code of Laws Section 28-2-370, as amended. However, I hereby willingly and voluntarily agree to waive my right to receive just compensation for the property and choose to donate the property necessary for an easement or right of way for the referenced project. I also hereby release the South Carolina Department of Transportation from the obligation of performing or delivering an appraisal of said property.

Witness our hand and seal this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

In the presence of:

**Richland County**

\_\_\_\_\_  
1<sup>st</sup> Witness

\_\_\_\_\_  
(L.S.)

By Its: County Administrator

\_\_\_\_\_  
2<sup>nd</sup> Witness

Leonardo Brown  
Print or Type Name Here



## Richland County Council Request for Action

**Subject:**

Lake Dogwood Circle S Right-of Way

**Notes:**

May 23, 2023 – The Development & Services Committee recommended Council approve the transfer of unused right-of-way on Lake Dogwood Circle South to the adjoining property owners Bobby J. and Nancy Y. Spivey.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 2, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Lake Dogwood Circle South Right-of-Way		

**RECOMMENDED/REQUESTED ACTION:**

Public Works is requesting County Council to approve the transfer of unused right-of-way on Lake Dogwood Circle South to the adjoining property owners Bobby J and Nancy Y Spivey.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is no associated cost.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Richland County Code of Ordinances, Sec. 21-14. Abandonment of public roads and right-of-ways.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

Per Richland County Code of Ordinances Sec. 21-14(c), any person wishing to acquire unused right-of-way in the county may submit a petition to County Council. If determined by both Planning and Public Works that the right-of-way will not be utilized by the County for road purposes, County Council may approve a quit-claim deed conveying interest to the owners of the adjoining properties.

This is unused right-of-way in this section of Lake Dogwood Circle South contains no road or other infrastructure. The requestor owns the properties on both sides of the right-of-way in question. The unused right-of-way being requested is 0.173 acres as shown on survey prepared by Walker Land Surveying Inc dated March 7, 2023, revised April 12, 2023, and recorded in the Office of Register of Deeds for Richland County in plat book 282, page 1683.

Community Planning concurred with the request on April 13, 2023; County Engineering concurred on April 20, 2023.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

Goal 5.5: Ensure residents have a clear understanding of County Government functions. - Per ordinance 21-14(c) property owners are allowed to request that unused right-of-way be transferred from the County to the adjoining property.

**ATTACHMENTS:**

1. Deed with Exhibit A
2. Survey



**STATE OF SOUTH CAROLINA)**  
**COUNTY OF RICHLAND )**

**PROBATE**  
**(Grantor)**

Personally appeared before me \_\_\_\_\_ and  
(Name of Witness #1)  
made oath that (s)he saw the within named \_\_\_\_\_, County  
Council Chair, Execute, seal and as her act and deed, deliver the within Quitclaim Deed  
and that (s)he with \_\_\_\_\_ witnessed the execution  
(Name of Witness #2/Notary)  
thereof.

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

WITNESS the hand and seal of the Grantee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

GRANTEE

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
Bobby J. & Nancy Y. Spivey

\_\_\_\_\_  
(Witness #2/Notary)

STATE OF SOUTH CAROLINA)  
 )  
COUNTY OF RICHLAND )

PROBATE  
(Grantee)

Personally appeared before me \_\_\_\_\_ and  
(Name of Witness #1)  
made oath that (s)he saw the within named Grantee sign, seal and as the Grantee's  
act and deed acknowledge the within Quitclaim Deed and conditions and that  
(s)he with \_\_\_\_\_ witnessed the execution,  
(Name of Witness #2/Notary  
acknowledgement, and acceptance thereof.

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

# Exhibit A

That certain piece parcel or strip of land lying and being North of Eastover, being a portion of Lake Dogwood Circle South, 50' Right of Way, with metes and bounds as described;

Starting in the Southwest region, at a point of beginning then turning  $N28^{\circ}17'25''E$  for a distance of 37.29', then turning  $N54^{\circ}52'25''E$  for a distance of 61.40', then turning  $N60^{\circ}30'38''E$  for a distance of 89.87', then turning  $S25^{\circ}46'07''E$  for a distance of 44.84', then turning  $S64^{\circ}13'53''W$  for a distance of 81.30', then turning to a point of closure  $S57^{\circ}15'47''W$  for a distance of 67.83'. Being more accurately described and designated as, Area "1", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

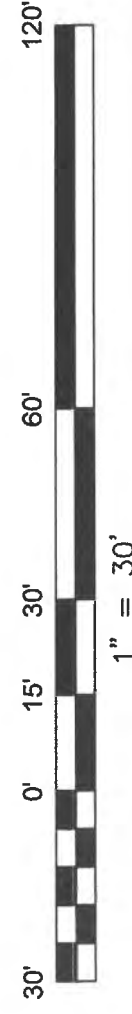
Also,

Starting in the northwest region, at a point of beginning then turning  $N57^{\circ}15'47''E$  for a distance of 70.84', then turning  $N64^{\circ}13'53''E$  for a distance of 83.62', then turning  $S33^{\circ}44'43''E$  for a distance of 5.21', then turning  $S60^{\circ}30'38''W$  for a distance of 89.87', then turning  $S54^{\circ}52'25''W$  for a distance of 61.40', then turning to a point of closure  $N45^{\circ}18'45''W$  for a distance 13.14'. Being more accurately described and designated as, Area "2", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

NO TITLE EXAM PERFORMED BY OR PROVIDED TO SURVEYOR.  
 A PORTION OF THE SUBJECT PROPERTY IS LOCATED IN A ZONE AE DESIGNATION, A AREA SUBJECT TO THE 100 YEAR FLOOD, AS DETERMINED FROM FEMA FIRM PANEL MAP #45079C0430L DATED DECEMBER 21, 2017

REFERENCES:  
 PLAT BOOK X Pg 1917  
 PLAT BOOK 1279 Pg 216  
 PLAT BOOK 1734 Pg 3503

Book 2828-1683  
 2023015049 04/13/2023 09:24:47:973  
 Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00  
 John T. Hopkins II  
 Richard County R.O.D.  
 2023015049



TOTAL AREA = 0.173 ACRES

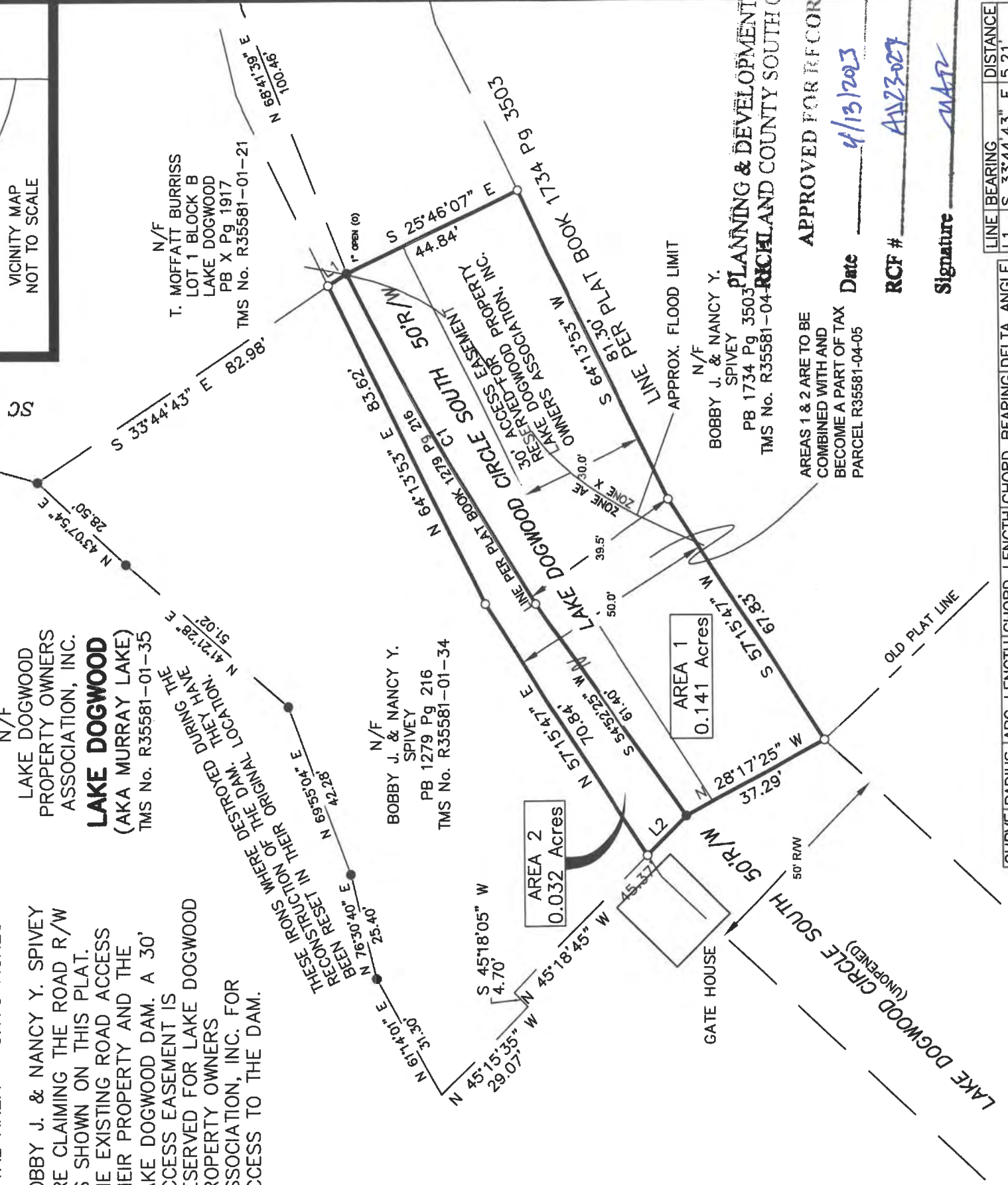
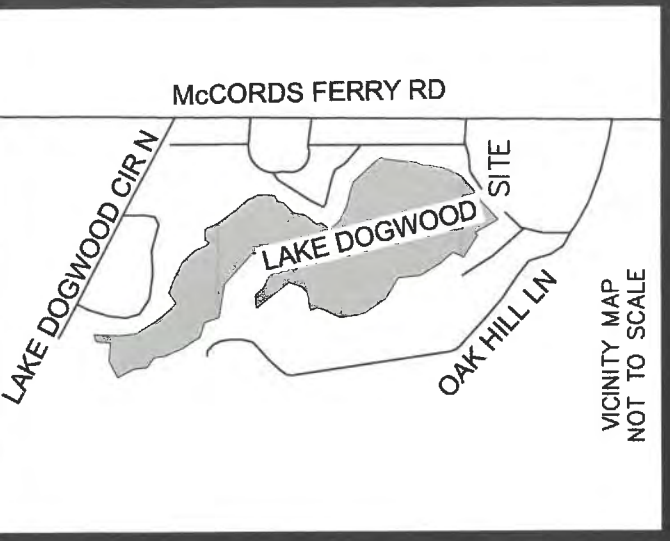
BOBBY J. & NANCY Y. SPIVEY ARE CLAIMING THE ROAD R/W AS SHOWN ON THIS PLAT. THE EXISTING ROAD ACCESS THEIR PROPERTY AND THE LAKE DOGWOOD DAM. A 30' ACCESS EASEMENT IS RESERVED FOR LAKE DOGWOOD PROPERTY OWNERS ASSOCIATION, INC. FOR ACCESS TO THE DAM.

N/F LAKE DOGWOOD PROPERTY OWNERS ASSOCIATION, INC.  
**LAKE DOGWOOD**  
 (AKA MURRAY LAKE)  
 TMS No. R35581-01-35

N/F BOBBY J. & NANCY Y. SPIVEY  
 PB 1279 Pg 216  
 TMS No. R35581-01-34

N/F BOBBY J. & NANCY Y. SPIVEY  
 PB 1734 Pg 3503  
 TMS No. R35581-04-05

THESE IRONS WERE DESTROYED DURING THE RECONSTRUCTION OF THE DAM. THEY HAVE BEEN RESET IN THEIR ORIGINAL LOCATION.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	760.50'	89.92'	89.87'	S 60°30'38" W	6°46'29"
L1				S 33°44'43" E	5.21'
L2				N 45°18'45" W	13.14'

LEGEND:

- SD = STORM DRAIN LINE
- SS = SANITARY SEWER LINE
- OHE = OVERHEAD ELECTRIC LINE
- UGE = UNDERGROUND ELECTRIC LINE
- WF = WIRE FENCE
- #5 REBAR (O) = #5 REBAR (O) (UNLESS OTHERWISE NOTED)
- #5 REBAR (S) = #5 REBAR (S)
- ⊕ = STORM DRAIN MANHOLE
- ⊙ = SAN. SEWER MANHOLE
- = CATCH BASIN
- ⊗ = FIRE HYDRANT
- ⊗ = WATER METER
- ⊗ = WATER VALVE
- PP = POWER POLE

BOUNDARY SURVEY

PREPARED FOR:  
**BOBBY J. & NANCY Y. SPIVEY**

DESCRIPTION:  
**ABANDONED ROAD RIGHT OF WAY**

7.4 MILES NORTH OF EASTOVER, RICHLAND COUNTY, SOUTH CAROLINA

DATE: MARCH 7, 2023 REVISED APRIL 12, 2023 PER COUNTY COMMENTS

ADJOINS TAX MAP #: R35581-04-05 & R35581-01-34 JOB #: 2015-063

THE SAME BEING SHOWN ON A PLAT PREPARED FOR LAKE DOGWOOD ASSOCIATES, INC., BY B. P. BARBER & ASSOCIATES, INC., DATED MAY4, 1972 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR RICHLAND COUNTY IN PLAT BOOK X AT PAGE 1917.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL OF PRACTICE FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

**WALKER LAND SURVEYING, INC.**  
 1214 WYLIE STREET (29020)  
 P. O. BOX 1295  
 CAMDEN, SC 29021  
 (803) 425-0702

*J. Henry Walker III*  
 J. HENRY WALKER III, PLS 14532

APPROVED FOR RECORDING  
 DATE: 4/13/2023  
 RCF #: A123007  
 Signature: MAR



## Richland County Council Request for Action

**Subject:**

County-wide Contract Award for RC-568-P-23; Printing, Mailing and Postal Services

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council award the contract to The Sourcing Group for Richland County’s printing, mailing, and postal services.

**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>	Director
<b>Department:</b>	Office of Procurement & Contracting	<b>Division:</b>	
<b>Date Prepared:</b>	May 2, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrickw Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	County-wide Contract Award for RC-568-P-23: Printing, Mailing and Postal Services		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends Council award a contract to The Sourcing Group for Richland County's printing, mailing, and postal 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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This request is related to an ongoing county-wide service for printing and mailing of notices and billings and includes the Treasurer, Finance, Community Planning & Development, Assessor, among others.

Funding is appropriated each fiscal year, with the current fiscal year funding being encumbered to the current vendor on multiple requisitions. This request is for a contract, which, if approved, would be effective July 1, 2023.

*Applicable department/grant key and object codes:* 1100173000.526500  
 1100174000.526500  
 1100175500.526500  
 1100180900.526500  
 1100230000.526500  
 1151173500.526500  
 1100185000.521100

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Proposal RC-568-P-23 - Printing, Mailing and Postal Services was issued on March 2, 2023; there were two (2) responses to the request. An evaluation team of four members reviewed responses. The highest ranked offeror was The Sourcing Group. If approved, the new contract should go into effect July 1, 2023

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

There are no legal concerns regarding the matter.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

Richland County departments issue numerous types of notices, invoices, letters, etc. to its citizens. Notices include but are not limited to:

- |  |  |
|--|--|
| Tax receipts for real estate/vehicles                      | Delinquent Merchant account notifications                        |
| Merchant and personal property pressure sealed card stock  | Annual business license renewals                                 |
| New owner bills  | Utilities invoices   |
| Execution Notices  | Property Assessment notices and legal residence courtesy letters |
| Certified Mailings for real estate and mobile home notices |  |

The successful vendor is expected to accept batch files of data, print the file into the appropriate format, fold, insert notices and return envelopes, presort, deliver to the postal service, etc. The vendor should have fully automated production processes that are capable of tracking each individual mail piece through the process. The vendor is also expected to have the ability to run addresses against the Coding Accuracy Support System (CASS) postal address verification system or similar system. The vendor shall have the ability to batch items, apply postage, and mail to obtain the most advantageous postal pricing.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

This request encompasses Goal 3 of the Strategic Plan: “Commit to Fiscal Responsibility.”

## Richland County Council Request for Action

**Subject:**

Transfer of Deeds - Arthurstown/Little Camden/Taylors Sanitary Sewer

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council approve the transfer of deeds of sanitary sewer lines to the City of Columbia for Arthurstown/Little Camden/Taylors Sanitary Sewer System, Phase 1; Cf#180-16.

**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>	Administration
<b>Date Prepared:</b>	March 27, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Transfer of Arthurtown/Little Camden/Taylors Sanitary Sewer; CF#180-16		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Utilities (RCU) recommends approval of the transfer of deeds of sanitary sewer lines to the City of Columbia as described in the attached Deed to Sanitary Sewer Lines for Arthurtown/Little Camden/Taylors Sanitary Sewer System, Phase 1; Cf#180-16.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Richland County will not incur any expenses nor lose any revenues by transferring these assets to the City of Columbia. Richland County does not have any budgetary impact.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney’s Office has no comments.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The referenced sanitary sewer project is a former utility project developed by Richland County (County) and approved for eventual acceptance by the City of Columbia (City) into its system circa the early 1990s. Correspondence from Andy Metts, former Director of Richland County Utilities, dated June 2, 1995, indicated that the sanitary sewer lines were constructed, inspected, and approved in preparation to transfer ownership to the City of Columbia. Then City of Columbia engineer David Johnson issued a letter of acceptance for the sanitary sewer lines and approved Richland County's transfer of the deeds; however, the easement documents were not provided to the City following the completion of the project.

Given the age of the project, the City of Columbia Engineering Administrator cannot reasonably nor personally speak to the specific reasons for the delay in the process. However, the attached supporting documentation shows the correspondence between Richland County Utilities, the South Carolina Department of Health and Environment Control (SCDHEC), and the City of Columbia Engineer. Also included is an intergovernmental service agreement (IGA) for Richland County to construct and transfer the lines once tested and accepted by the City. Richland County Utilities does not have any customers in this area. The City has been maintaining the assets, and the County is not involved at this time.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

This meets strategic plan Goal 1 – Foster Good Governance

- Objective 1.5: Collaborate with other governments.

#### **ATTACHMENTS:**

1. Richland County Director Andy Metts's Letter
2. City of Columbia Engineer David Johnson's Letter
3. Department of Health and Environmental Control letter
4. Internal Governmental Agreement between Richland County and the City of Columbia
5. Deed Ordinance for Arthurtown/Little Camden/Taylor's Sanitary Sewer Lines
6. Deeds Transfer Document



**RICHLAND COUNTY  
SOUTH CAROLINA**  
Department of Public Works Administration & Engineering  
400 POWELL ROAD  
COLUMBIA, SOUTH CAROLINA 29203

Andy H. Metts  
Director, Utilities & Services  
(803) 735-7315

TDD#748-4999

June 2, 1995

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
S.C.D.H.E.C.  
Post Office Box 156  
State Park, South Carolina 29201

RE: **Arthurtown/Taylors/Little Camden  
Sewer Project  
DHEC Construction Permit - 19,794-DW**

Dear Mr. Ragsdale:

The sanitary sewer lines constructed as part of the referenced project have been inspected and approved by Richland County. Operation and maintenance of this system will be provided by the City of Columbia. Richland County will maintain ownership until such time as the necessary record drawings, forms and deeds are provided to and accepted by the City. This ownership transfer should be complete within sixty (60) days.

Please take the necessary action to issue the permit to operate.

If you should have any questions, please contact me at 735-7315.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy H. Metts", written over a horizontal line.

Andy H. Metts  
Director, Utilities & Services

AHM/swd

cc: Carlos Cometto - Hussey, Gay Bell & DeYoung, Inc.  
David A. Johnson - City of Columbia

SEARCHED

CITY COUNCIL MINUTES  
MARCH 20, 1991  
10:00 A.M.

IX. INTERGOVERNMENTAL SERVICE AGREEMENTS:

A. Romain-Meech-Burbank Sewer Assessment District

B. East Bluff Sewer Assessment District

C. Arthurtown Sewer Assessment District

Upon motion by Mr. Cromartie, seconded by Mr. Papadea, Council voted unanimously to approve these agreements with Richland County for transportation and treatment of wastewater.



SUBDIVISION STATUS SHEET  
CONSTRUCTION

INSPECTOR: DRAWHORN  
 DATE : 09/21/89  
 CITY FILE: 180-16 R-3 FINAL PLAT: / /  
 PROJECT : ARTHURTOWN/LITTLE CAMDEN SEWER EXTN.  
 ENGINEER : STEVE C. WOHLFEIL, PE., PRIME ASSOC., INC.  
 DEVELOPER: RICHLAND CO., PO BOX 192, COLA 29202  
 LOCATION : BLUFF RD AREA

NO. METERS: 0  
 COM/RES :  
 CITY LIM.: N  
 CO: RICH

WATER PLAN: / /	WATER APP : / /	OFFSITE EASEMENT REQ'D
SEWER PLAN: 12/07/94	SEWER APP : 12/13/94	EASE REC'D: / /
DRAIN PLAN: / /	DRAIN APP : / /	INSURANCE REQ'D: Y
STREET PLAN: / /	STREET APP : / /	
LAB TEST: / /	DECLARATION OF COVENANT	COURTHOUSE RESEARCH
PRESSURE: / /	REQ'D Y REC'D / /	SENT / / REC'D / /
✓FORM 2 : Y / /	DEED WATER: / /	DEED REC'D: / /
✓FORM 3 : Y / /	DEED SEWER: Y / /	DEED REC'D: / /
QUANTITY: Y / /	DEED DRAIN: / /	DEED REC'D: / /
AS BUILT: Y / /	DEED STREET: / /	DEED REC'D: / /
ASBUILT AP: Y / /	PKG TO FD: / /	MORTGAGE : / /
PKG TO IN: Y / /	INFIL CERT Y 05/26/95	O&M LETTER: / /
C.E. FORM 2Y / /	DRAIN CERT / /	DHEC PTO : / /

COMMENTS PAGE 1:

08-02-90 CONST PLANS APPROVED (PLANS REC'D 06-11-90)  
 05-31-91 REC'D REV CONST PLANS (R-1) 06-05-91 CONST PLANS APPROVED (R-1)  
 06-21-91 REC'D REV CONST PLAN (R-1)  
 06-21-91 REC'D REV CONST PLANS (R-2)  
 06-28-91 CONST PLANS APPROVED (R-2)  
 07-15-91 DHEC CONST PERMIT 17184 DW  
 06-09-93 APPROVAL EXTENDED FOR 2 YEARS (06-28 & 06-05-91 LTR REMAIN EFFECT  
 12-07-94 REC'D REV CONST PLANS (R-3) 12-13-94 CONST PLANS (R-3) APPROVED  
 05-31-95 PER LARRY RAGSDALE AND DAVID JOHNSON: CITY TO ACCEPT OPERATION AND  
 MAINTENANCE AND RICHLAND COUNTY TO MAINTAIN OWNERSHIP UNTIL RECORD  
 DRAWINGS ARE COMPLETE  
 \* FAXED O&M LETTER TO DHEC  
 06-07-95 REC'D COPY OF LETTER CONTAINING AS-BUILT CERTIFICATION, SENT TO DHEC  
 FROM HUSSEY, GAY, ... INFILTRATION CERTIFICATION ALSO INCLUDED  
 06-08-95 REC'D DHEC LETTER ISSUING TEMPORARY APPROVAL FOR OPERATION, PACKAGE  
 FOR PTO MUST BE TO DHEC BY 08-05-95  
 06-09-95 REC'D LETTER FROM RICH CO TO DHEC: FINAL PKG TO BE SUBMITTED 60 DAYS  
 08-17-95 LTR FORM DHEC: 30 DAY EXTENTION OF TEMP APPROVAL (SEPT 16)  
 08-01-95 REC'D COPY OF THE RECORD DRAWINGS \* DISAPPROVED \* CALLED ENG 08-04  
 08-28-95 REC'D RECORD DRAWINGS \* DISAPPROVED \* MINOR CORRECTIONS ON THE PLANS  
 FAXED A LIST OF UNACCEPTABLE SLOPES TO CARLOS, MUST COMPLY W/ REGS  
 09-06-95 REC'D REV RECORD DRAWINGS AND LETTER FROM CARLOS RE SLOPES, APPROVED  
 PER DAVID JOHNSON  
 09-07-95 FAXED ANDY METTS FORM 2 AND 3 (735-7033)

SCANNED

May 31, 1995

Re: Arthur Town/Little Camden  
Sewer Extension; Hussey, Gay,  
Bell and DeYoung, Inc.; City  
File #180-16

C  
O  
P  
Y

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
SCDHEC  
P.O. Box 156  
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.  
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent  
Mr. Bob Dennis, Richland County  
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL

SCANNED

June 2, 1995

Re: Arthur Town/Little Camden  
Sewer Extension; Hussey, Gay,  
Bell and DeYoung, Inc.; City  
File #180-16

C  
O  
P  
Y

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
SCDHEC  
P.O. Box 156  
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW and #19794-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,

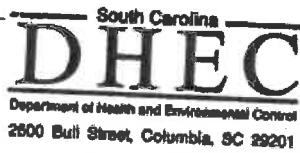


David A. Johnson, P.E.  
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent  
Mr. Bob Dennis, Richland County  
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL



Commissioner: Douglas E. Bryant  
 Board: John H. Burris, Chairman  
 Sandra J. Motlander, Secretary  
 Promoting Health, Protecting the Environment

Richard E. Jabbour, DDE  
 William M. Hall, Jr., MD  
 Roger Lantz, Jr.

August 17, 1995

Mr. Carlos Cometto, P.E.  
 Hussey, Gay, Bell & DeYoung  
 P.O. Box 7967  
 Columbia, SC 29202

Re: Arthurtown Sewer System  
 Permit #17,184-DW  
 Permit #19,794-DW  
 Richland County

Dear Mr. Cometto:

This letter is a follow up to your letter dated August 4, 1995, concerning the above referenced project. Your request for a thirty (30) day extension of the Temporary Permit to Operate dated June 5, 1995, is approved.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 30 days. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

*Brent A. Richardson*  
 Brent A. Richardson  
 Environmental Engineer Associate  
 Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply  
 Wayne Stokes, Domestic Wastewater Division  
 Terry Brown, Richland County Planning & Management  
 Richland County Health Department  
 Phillip Lee, Richland County Building Inspector  
 David Johnson, City of Columbia Engineering  
 Roger Scott, Palmetto Health District  
 Andy Metts, Richland County Department of Public Works

COPIED

Environmental Quality Control, Central Midlands District  
 PO Box 156, State Park, SC 29147 (Phone 935-7015)



Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman  
Robert J. Singling, Jr., Vice Chairman  
Sandra J. Molander, Secretary

Promoting Health, Protecting the Environment

John H. Burris  
William M. Hull, Jr., MD  
Roger Leeks, Jr.  
Burnet R. Maybank, III

June 5, 1995

Mr. Carlos Cometto, P.E.  
Hussey, Gay, Bell & DeYoung  
P. O. Box 7967  
Columbia, South Carolina 29202

Re: **Arthurstown Sewer System**  
**Permit #17,184-DW**  
**Permit #19,794-DW**  
**Richland County**

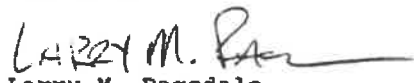
Dear Mr. Cometto:

This letter is a follow up to your letter of June 2, 1995, concerning the above referenced project. Your request to place the sewer system into operation is approved. This approval is based on the City of Columbia's letter of acceptance dated June 2, 1995 and Richland County Public Works Department's letter of ownership dated June 2, 1995.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 60 days. This package shall include a letter from the City of Columbia accepting ownership of the system. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

  
Larry M. Ragsdale  
Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply  
Wayne Stokes, Domestic Wastewater Division  
Terry Brown, Richland County Planning & Management  
Richland County Health Department  
Phillip Lee, Richland County Building Inspector  
✓ David Johnson, City of Columbia  
Andy Metts, Richland County DPW  
Roger Scott, Palmetto Health District

**SCANNED**

Environmental Quality Control, Central Midlands District  
PO Box 156, State Park, SC 29147 (Phone 935-7015)

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND ) INTERGOVERNMENTAL SERVICE AGREEMENT  
 ) FOR TRANSPORTATION AND TREATMENT OF  
 ) WASTEWATER (ARTHURTOWN SEWER  
 ) ASSESSMENT DISTRICT)

This Contract is entered into this \_\_\_ day of December, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

SCANNED

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of \_\_\_ months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay. However, upon annexation of any parcel, the City shall assume responsibility for payment of any remaining indebtedness against the specific property for design and construction of the sewer collection system within the District. The City shall pay to the County the amounts of County sewer assessments charged to each parcel of property annexed at the

times due upon receipt of a statement from the County. The City, at its option, upon annexation of all parcels included in the District, may pay the full amount due in one payment.

WITNESS our hands and seals on the date shown above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

SCANNED



STATE OF SOUTH CAROLINA ) INTERGOVERNMENTAL SERVICE AGREEMENT  
 ) FOR TRANSPORTATION AND TREATMENT OF  
COUNTY OF RICHLAND ) WASTEWATER (ARTHURTOWN SEWER  
 ) ASSESSMENT DISTRICT)

This Contract is entered into this \_\_\_ day of ~~September~~ <sup>March</sup>, 1990, <sup>1991</sup> by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

CITY OF COLUMBIA

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of up to 48 months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

WITNESS our hands and seals on the date shown above.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF COLUMBIA, SOUTH CAROLINA

By: *Mike E. Hurdley*

Attest: *Jenna Leaks*

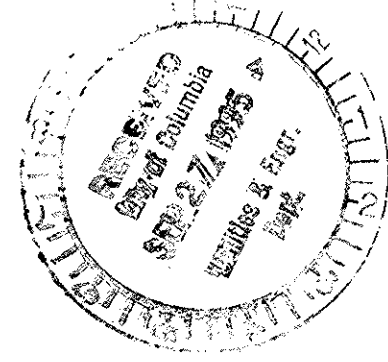
CIVILIAN

1981 18M

ARMED AND DANGEROUS  
INVESTIGATION

SCANNED

# ARTHURTOWN/LITTLE CAMDEN/TAYLORS



## SANITARY SEWER SYSTEM PHASE 1

SHEET NO.	TITLE
1 - 2	SEWER PLAN & PROFILE (OUT FALL)
3	SEWER PLAN & PROFILE (IN & NEER SUGAR HILL LANE)
4 & 5	SEWER PLAN & PROFILE (SUGAR HILL LANE)
6 & 7	SEWER PLAN & PROFILE (CHILDS STREET)
8	SEWER PROFILE MH-12 TO MH-27 (CHILDS STREET)
9	SEWER PLAN & PROFILE (RILEY STREET)
10	SEWER PROFILE MH-25 TO MH-37 (RILEY STREET)
11	SEWER PLAN & PROFILE (RILEY STREET)
12	SEWER PLAN & PROFILE (BARNES STREET)
13	SEWER PLAN (ZION AVENUE)
14	SEWER PROFILE MH-29 TO MH-50 (ZION AVENUE)
15	SEWER PLAN & PROFILE (FRAZIER STREET)
16	SEWER PLAN & PROFILE (BLUFF ROAD)
17	SEWER PLAN & PROFILE (BETWEEN ZION AVE., & BLUFF RD.)
18	SEWER PLAN & PROFILE (SIMMONS ST., ABBOTT RD., BLUFF RD.)
19	SEWER PLAN & PROFILE (ABBOTT ROAD)
20	SEWER PLAN & PROFILE (BARNES STREET)
22 & 23	SEWER PLAN & PROFILE (BLAIR ROAD)
24	SEWER PLAN & PROFILE (LOE LOUIS DRIVE)
25	SEWER PLAN & PROFILE (SHOP ROAD)
26	SEWER PLAN & PROFILE (EHRlich STREET)
27	SEWER PLAN & PROFILE (BLUFF ROAD)
28	SEWER PLAN & PROFILE (BATES STREET)
29	SEWER PLAN & PROFILE (TOLLIVER STREET)
30	SEWER PLAN & PROFILE (SHOP ROAD)
31	SEWER PLAN & PROFILE (SANDS STREET)
32	SEWER PLAN & PROFILE (WALCOTT STREET)
33	SEWER PLAN & PROFILE (ABBOTT ROAD)
34	SEWER PLAN & PROFILE (ANDREWS ROAD)
35	SEWER PLAN & PROFILE (FRAZIER STREET)
36	SEWER PLAN & PROFILE (FRAZIER STREET)
37 - 39	SEWER PLAN & PROFILE (ANDREWS ROAD)
40 & 41	SEWER PROFILE
DET	DETAILS

### MEMBERS OF COUNTY COUNCIL FOR RICHLAND COUNTY

BERNICE G. SCOTT - CHAIRPERSON  
NANCY M. SANDEL - VICE CHAIRPERSON  
KIT SMITH  
HARRIET GARDIN FIELDS  
PAUL LIVINGSTON  
GEORGE MICK

JOHN D. MONROE  
IRENE LABORDE NEUFFER  
EDDIE W. WEAVER  
LEONE S. CASTLES  
DAVID C. ELAM

- 1) REVISED CERTIFICATION
- 2) INFILTRATION CERTIFICATION

### ACTING COUNTY ADMINISTRATOR

ROBERT G. MAUNEY

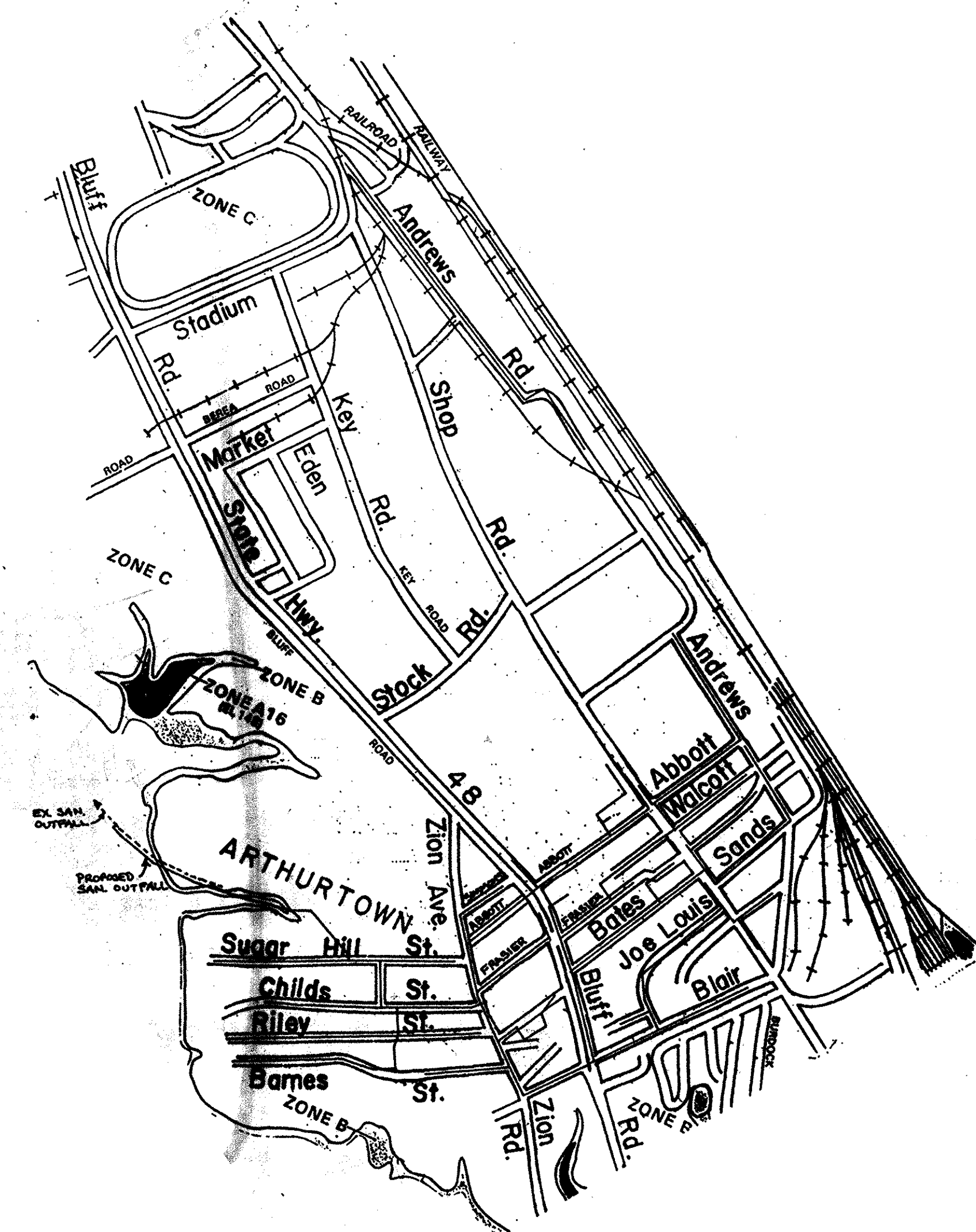
### ASSISTANT COUNTY ADMINISTRATOR

GREGORY K. SAUNDERS

NOTE: SHEETS 19, 23 - 41  
ARE NOT IN PHASE 1.

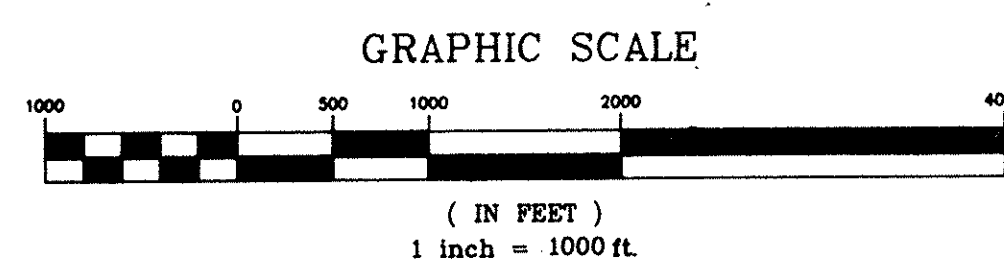
NOTE: THE FOLLOWING STREETS ARE MAINTAINED BY RICHLAND COUNTY FROM DITCH TO DITCH:  
 ABBOTT ROAD (3-273)      RILEY STREET (3-279)  
 ANDREWS ROAD (3-310/313)      SUGAR HILL LANE (3-275)  
 BARNES STREET (3-278)      SUGAR HILL POINT (3-276)  
 BATES STREET (3-271)      TOLLIVER STREET (3-322)  
 EHRlich STREET (3-331)      WALCOTT STREET (3-321) (SW OF SHOP ROAD)  
 FRAZIER STREET (3-274)

NOTE: ALL ELEVATIONS BASED ON MEAN SEA LEVEL DATUM



I HEREBY CERTIFY THAT THE SANITARY SEWER SYSTEM IN ARTHURTOWN/LITTLE CAMDEN/TAYLORS SUBDIVISIONS AS SHOWN HEREON HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS DATED MAY 22, 1991 APPROVED BY THE CITY OF COLUMBIA ENGINEERING DEPT, DATED DECEMBER 13, 1994.

CARLOS E. COMETTO, P.E.



OWNER: RICHLAND COUNTY  
P.O. BOX 192  
COLUMBIA, S.C. 29202

ENGINEER: PRIME ASSOCIATES  
601 DEVINE ST.  
COLUMBIA, S.C. 29201

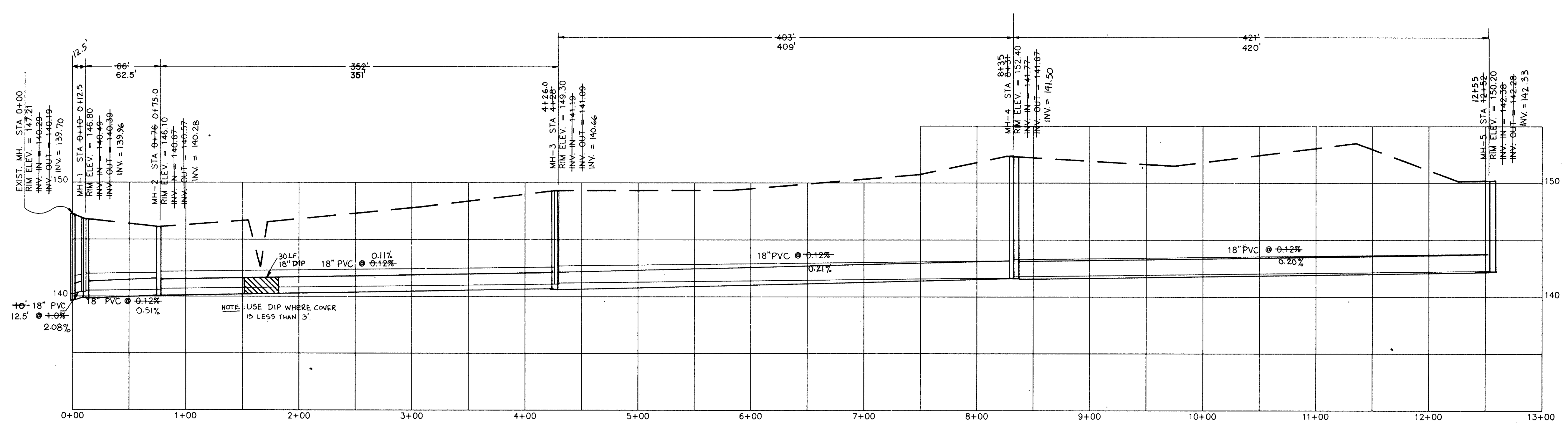
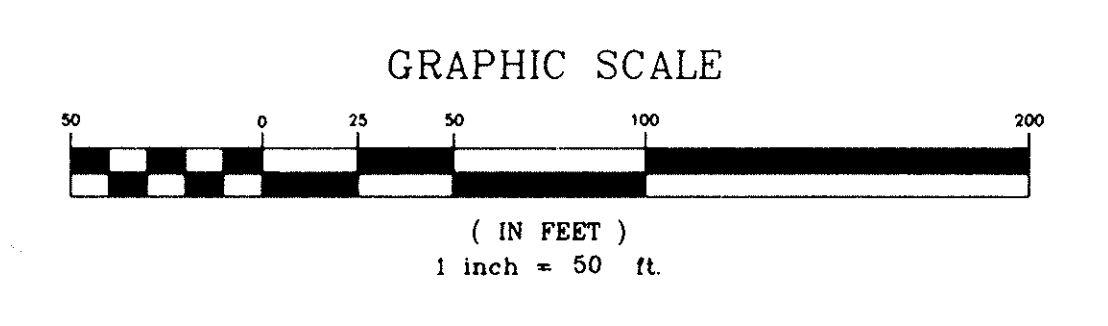
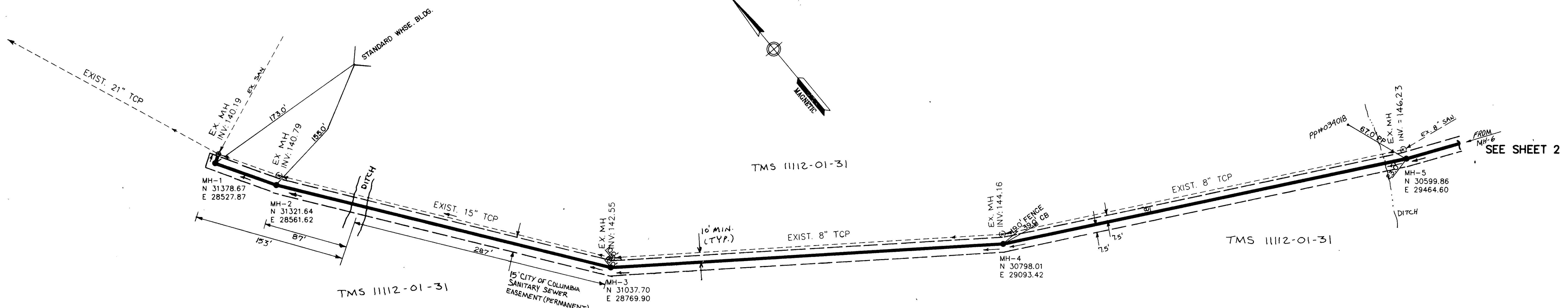
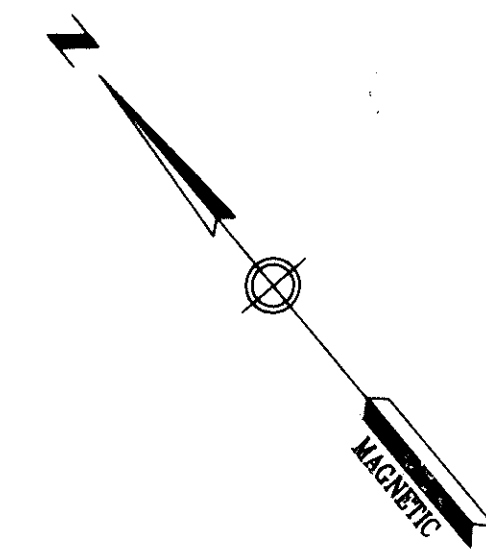
RECORD DRAWING		RECORD DRAWING	
2	7/3/91	MCW	ISSUED FOR BIDS
1	5/24/91	MCW	REVISED SHEET NUMBERS
0	9/18/89	K.B.	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

COVER SHEET

K.B./CAD	K.B.	SCW	ATMCOV
9/18/89	AS SHOWN	88036-CS	
DATE	SCALE	DWG. NO.	

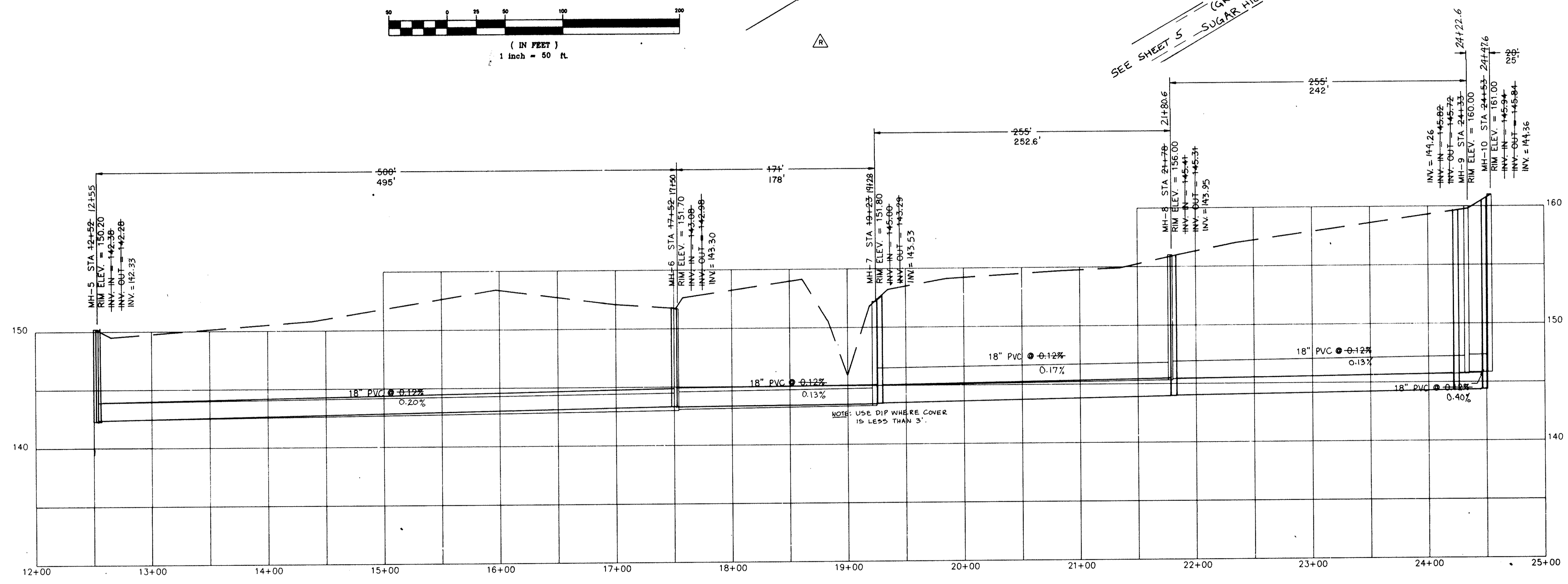
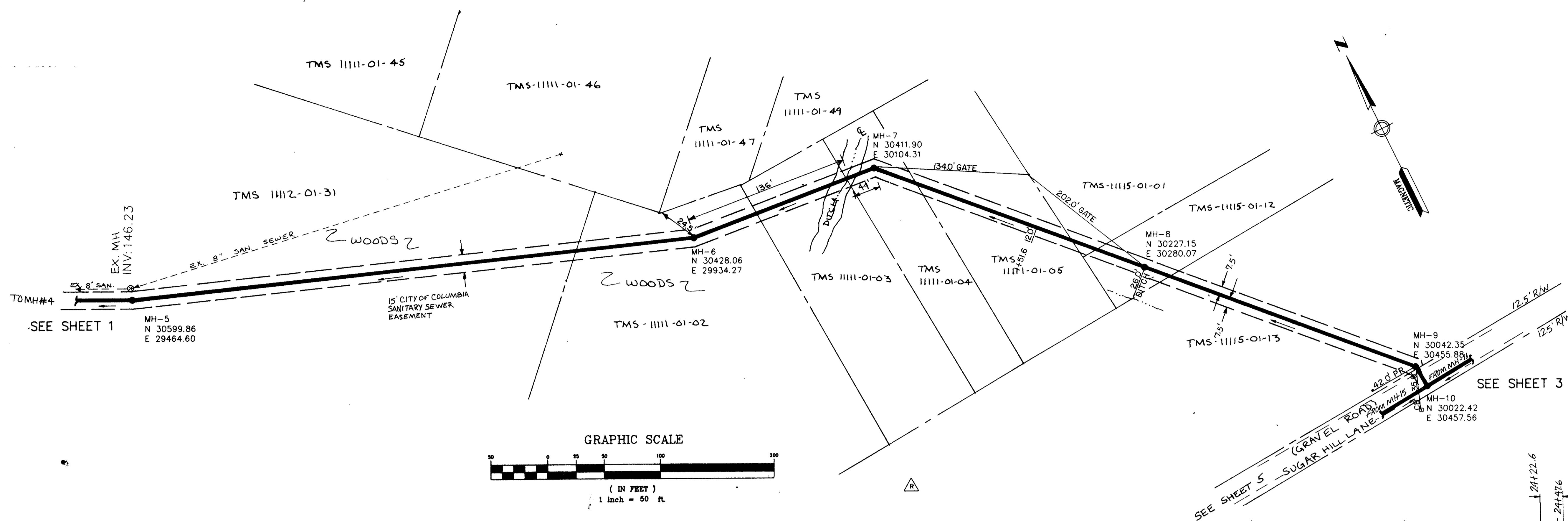


APPROVED

REV	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENT	
2	6/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR SHOPS	
0	5/22/91	MCM	ISSUED FOR APPROVAL	

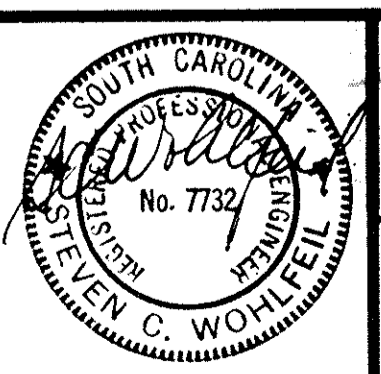
  

		<b>RECORD DRAWING</b> <b>ARTHURTOWN SEWER SYSTEM</b>	
		SEWER PLAN & PROFILE OUTFALL	
MCM/CAD	MCM/E.R.	SCW	ATSEW
DATE	DATE	DATE	DATE
5/22/91	5/22/91	5/22/91	5/22/91
SCALE	SCALE	SCALE	SCALE
1"=50'	1"=50'	1"=50'	1"=50'
FILE NO.	PROJECT NO.	DRAWING NO.	SHEET NO.
88036-1	88036-1	180-16	180-16



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENT	
2	5/15/98	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	SW
0	5/22/91	MCM/EJR	ISSUED FOR APPROVAL	SW



**RECORD DRAWING**  
ARTHURTOWN SEWER SYSTEM

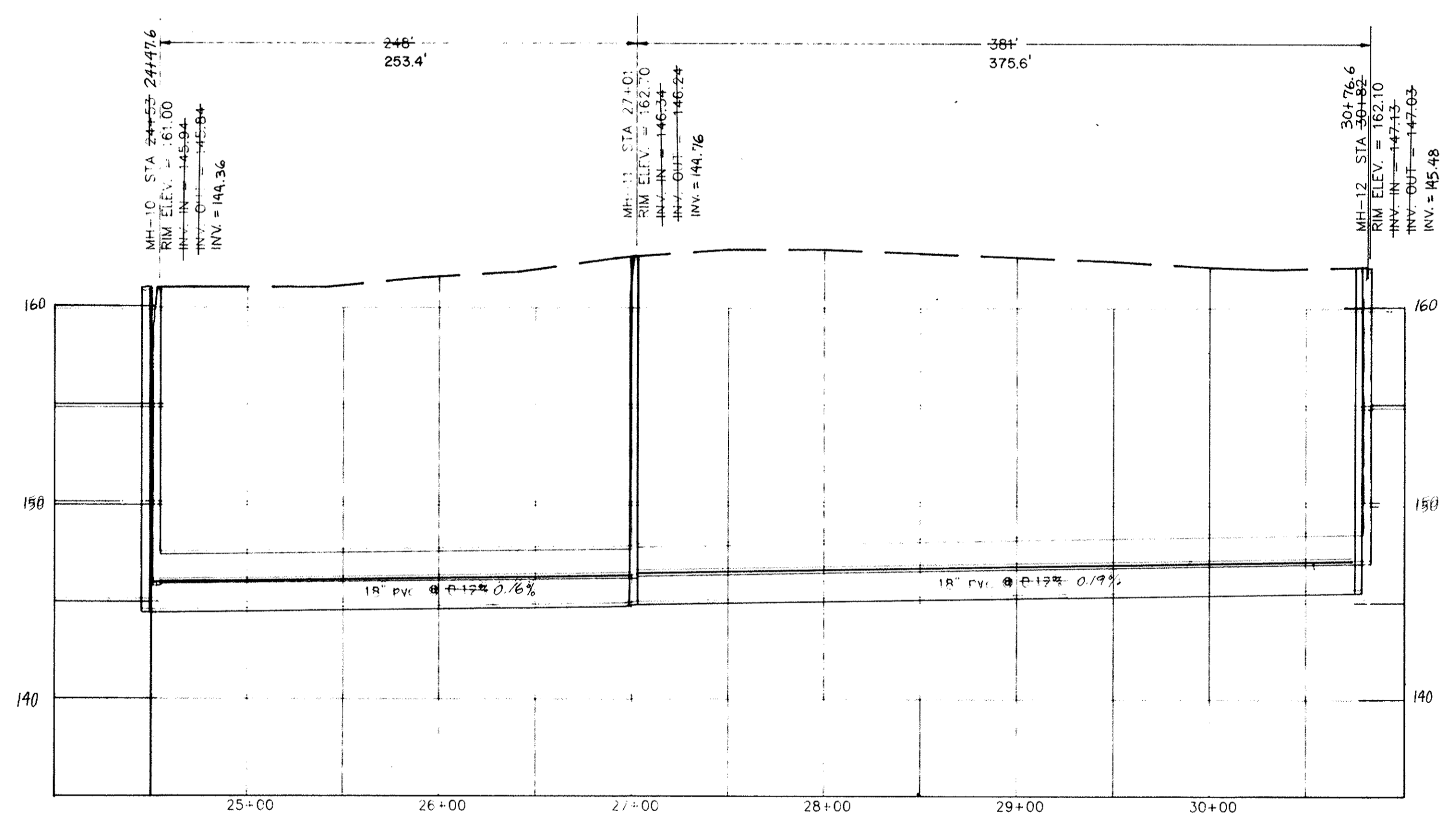
SEWER PLAN & PROFILE  
OUTFALL

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD	MCM/EJR	SW	ATSEW
5/22/91	5/22/91	88036-2	88036-2
DATE	SCALE	DWG. NO.	REV. NO.

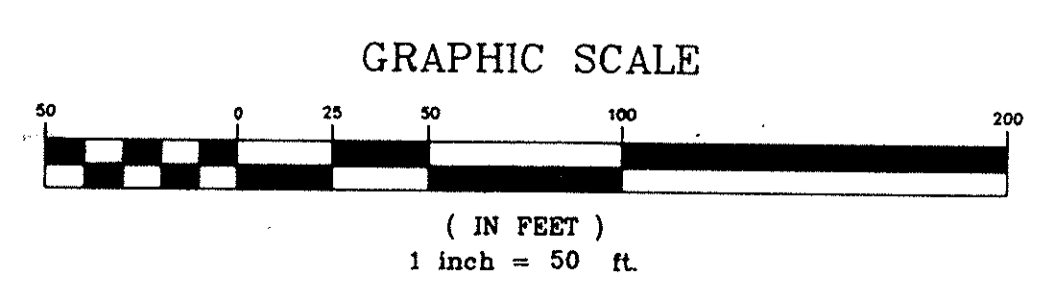


NOTE: LOTS SOUTH OF SUGAR HILL LN.  
SEE TMS 11115-08

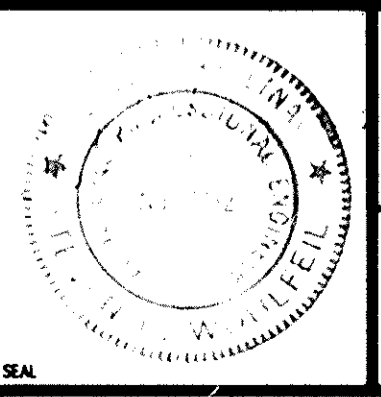


NEAR SUGAR HILL LANE AND SUGAR HILL POINT  
MH-10 TO MH-12

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	9/22/91	MCM	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	2/18/89	SEV	ISSUED FOR APPROVAL	

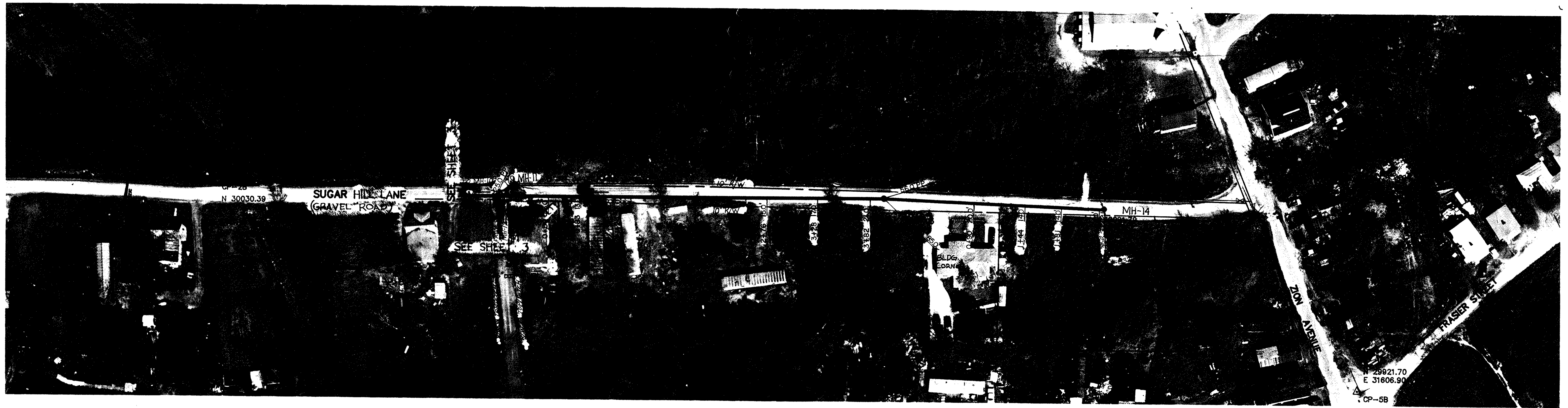


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

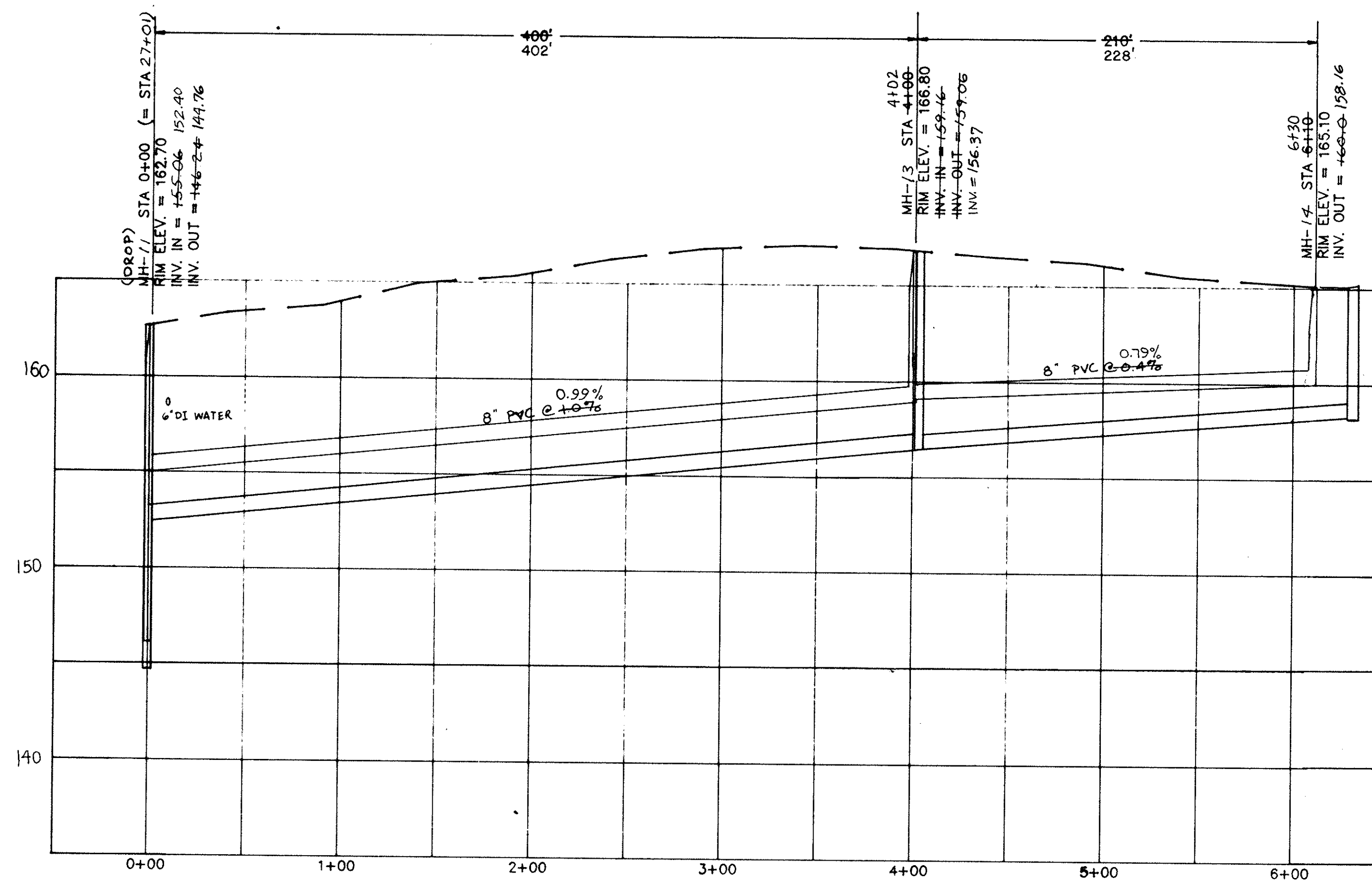
SEWER PLAN & PROFILE  
IN AND NEAR SUGAR HILL LANE

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

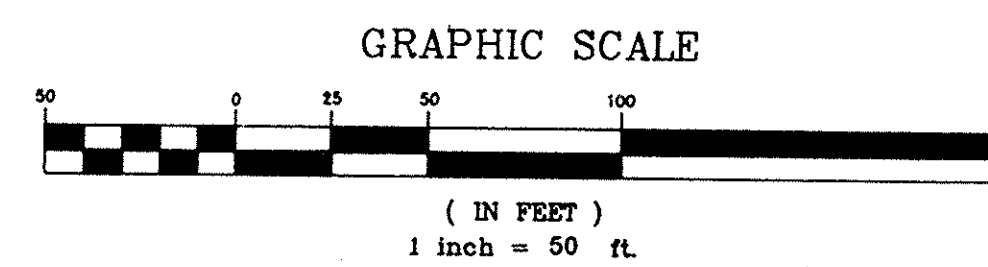
MCM/CAO	SEV/MCM	APP.	AT/SHEET
9/18/89	88036-3		
DATE	SCALE	DATE	SCALE



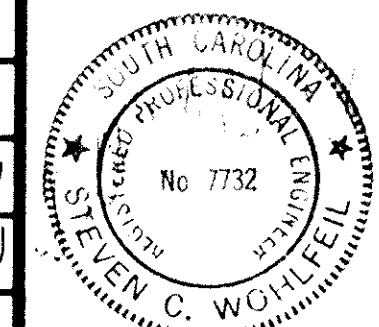
NOTE: ALL LOTS SEE TMS 11115-08  
UNLESS OTHERWISE NOTED



SUGAR HILL LANE  
MH-11 TO MH-14



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENT	
4	5/15/95	TCW	RECORD DRAWING	
3	7/9/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/19/89	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

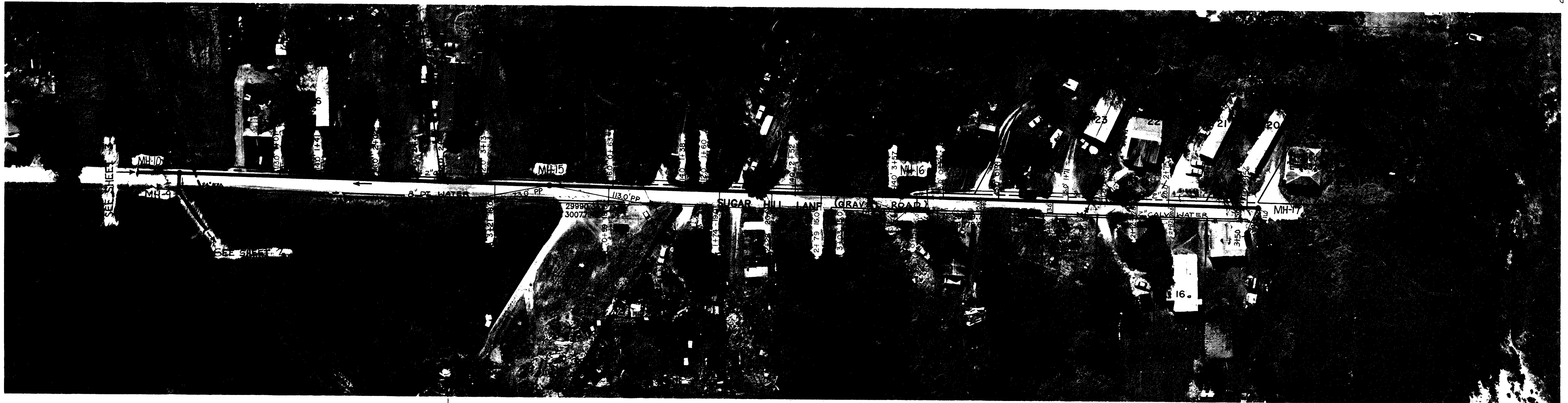
SEWER PLAN & PROFILE  
SUGAR HILL LANE

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

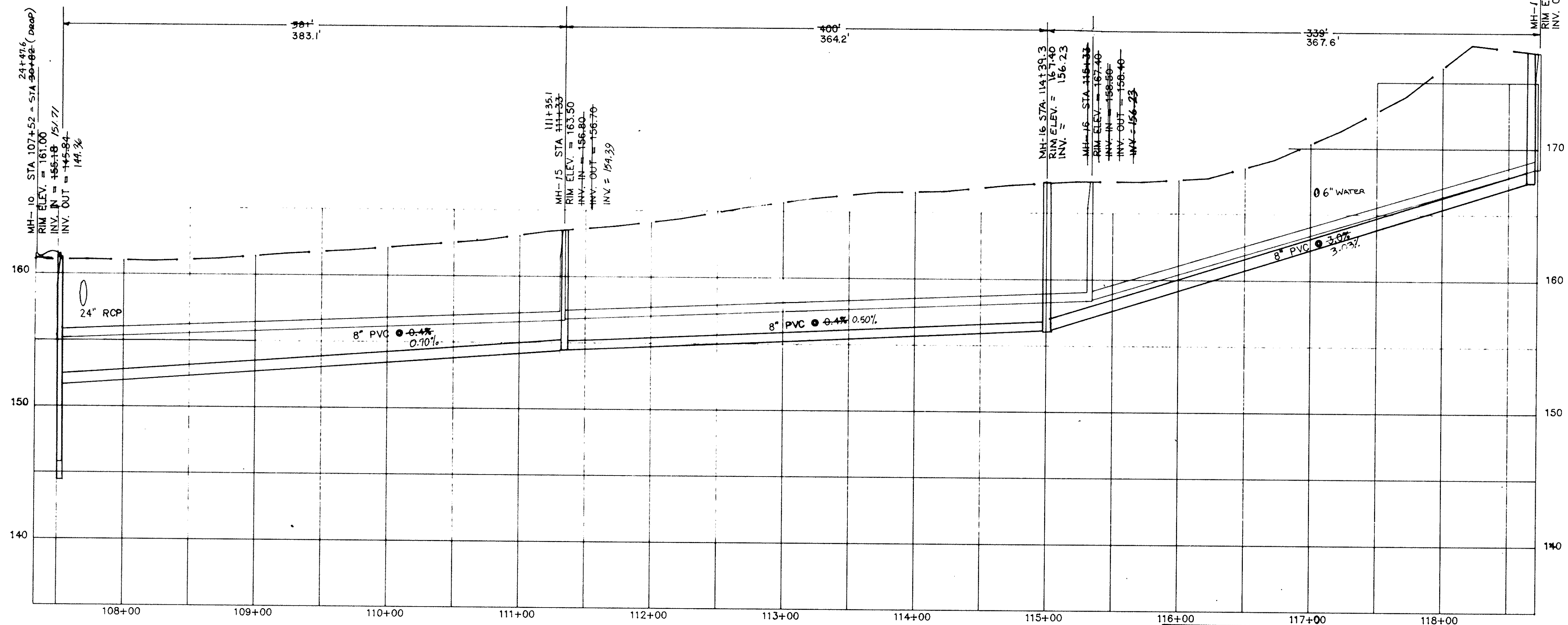
MCM/CAD	SEV/MCM	TCW	AT/SWH	RETD
9/18/89	9/18/89	9/18/89	9/18/89	9/18/89

APPROVED

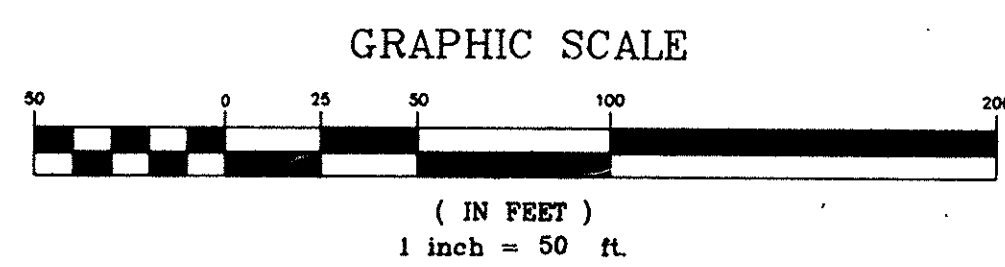




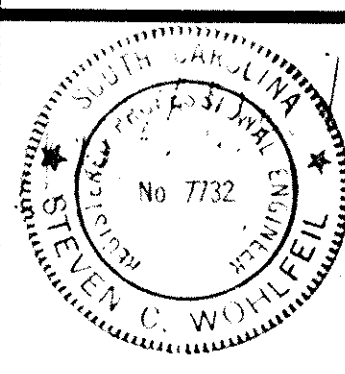
NOTE : LOTS EAST OF BREAK LINE SEE TMS 11115-08  
 NOTE : LOTS WEST OF BREAK LINE SEE TMS 11111-01



SUGAR HILL LANE  
 MH-10 TO MH-17



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	SLW
2	9/22/91	MCM	GENERAL REVISIONS	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



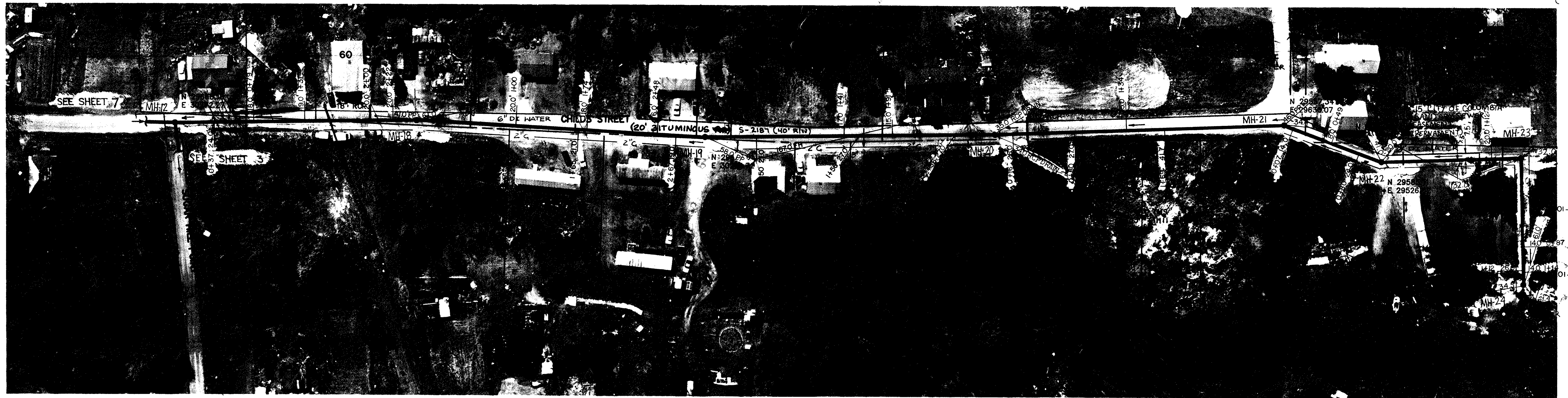
RECORD DRAWING  
 ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
 SUGAR HILL LANE

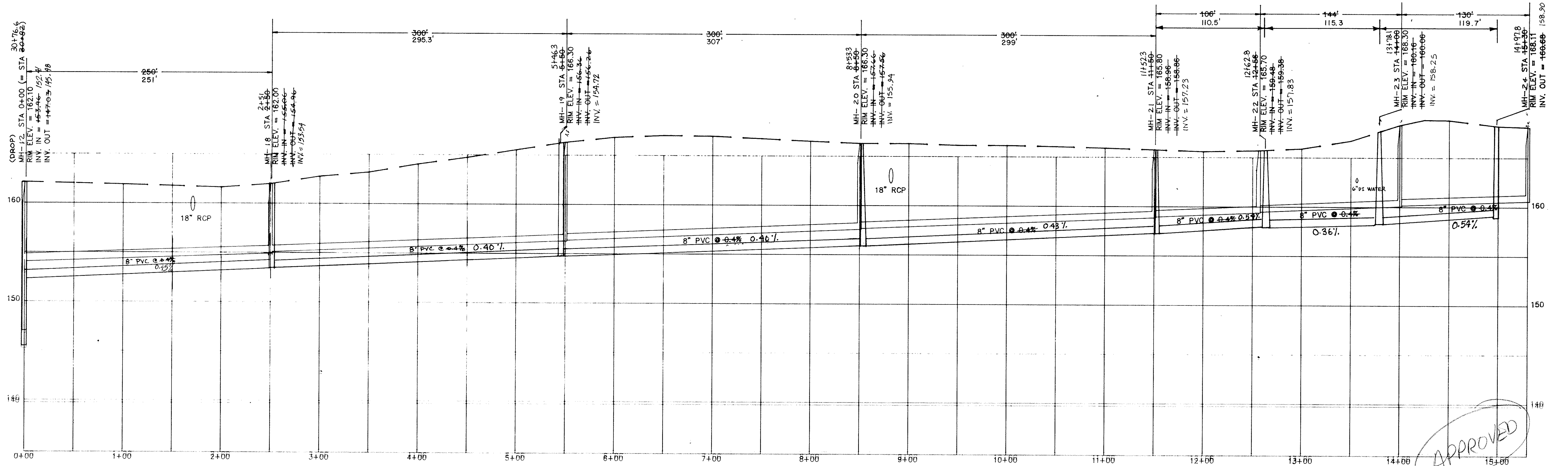
prime associates, inc.  
 engineers planners surveyors  
 COLUMBIA SOUTH CAROLINA

NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL
2	6/18/90	GLB	ISSUED FOR APPROVAL
3	7/5/91	MCM	ISSUED FOR BIDS
4	5/15/95	TCW	RECORD DRAWING

APPROVED

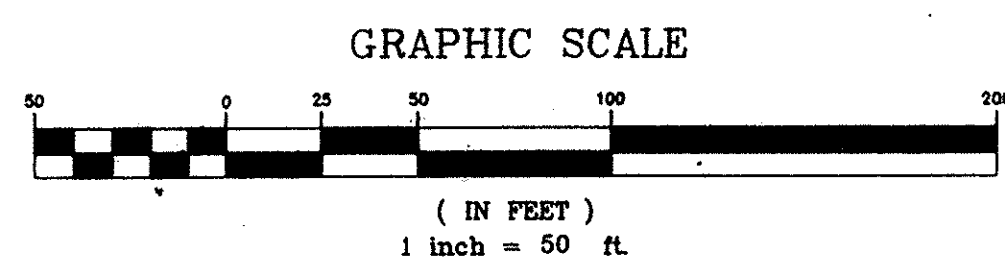


NOTE: ALL LOTS LOCATED ON TMS 11115-08 UNLESS OTHERWISE NOTED

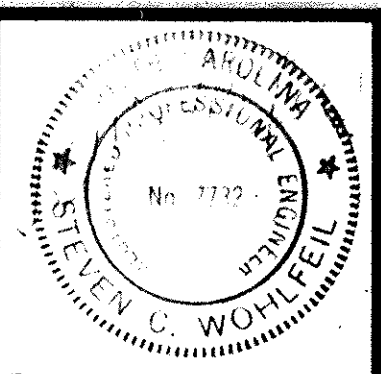


APPROVED

CHILD'S STREET  
MH-12 TO MH-24



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SAW
0	3/18/89	SEV	ISSUED FOR APPROVAL	

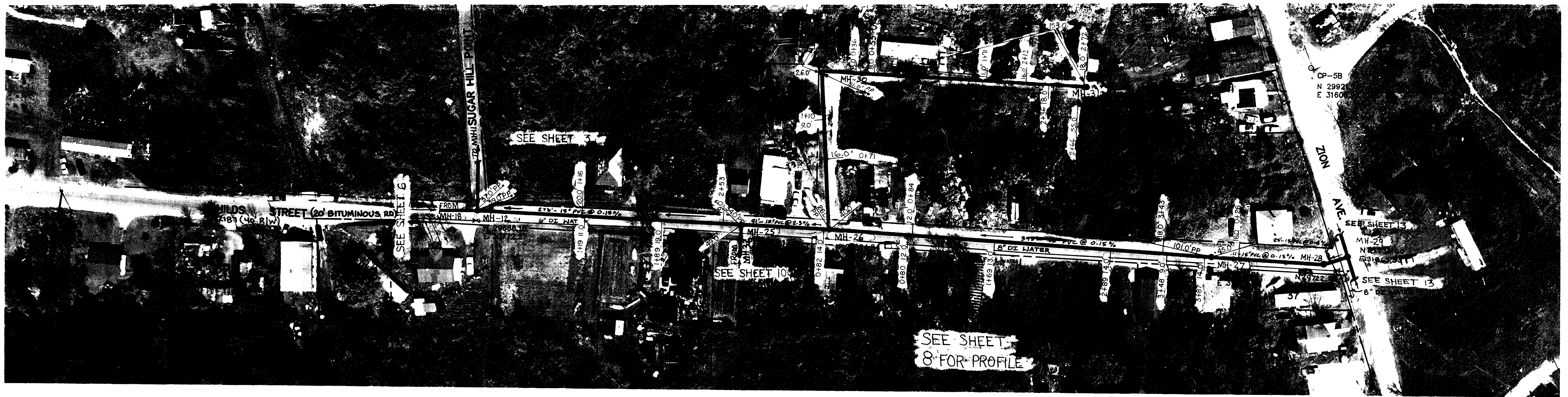


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

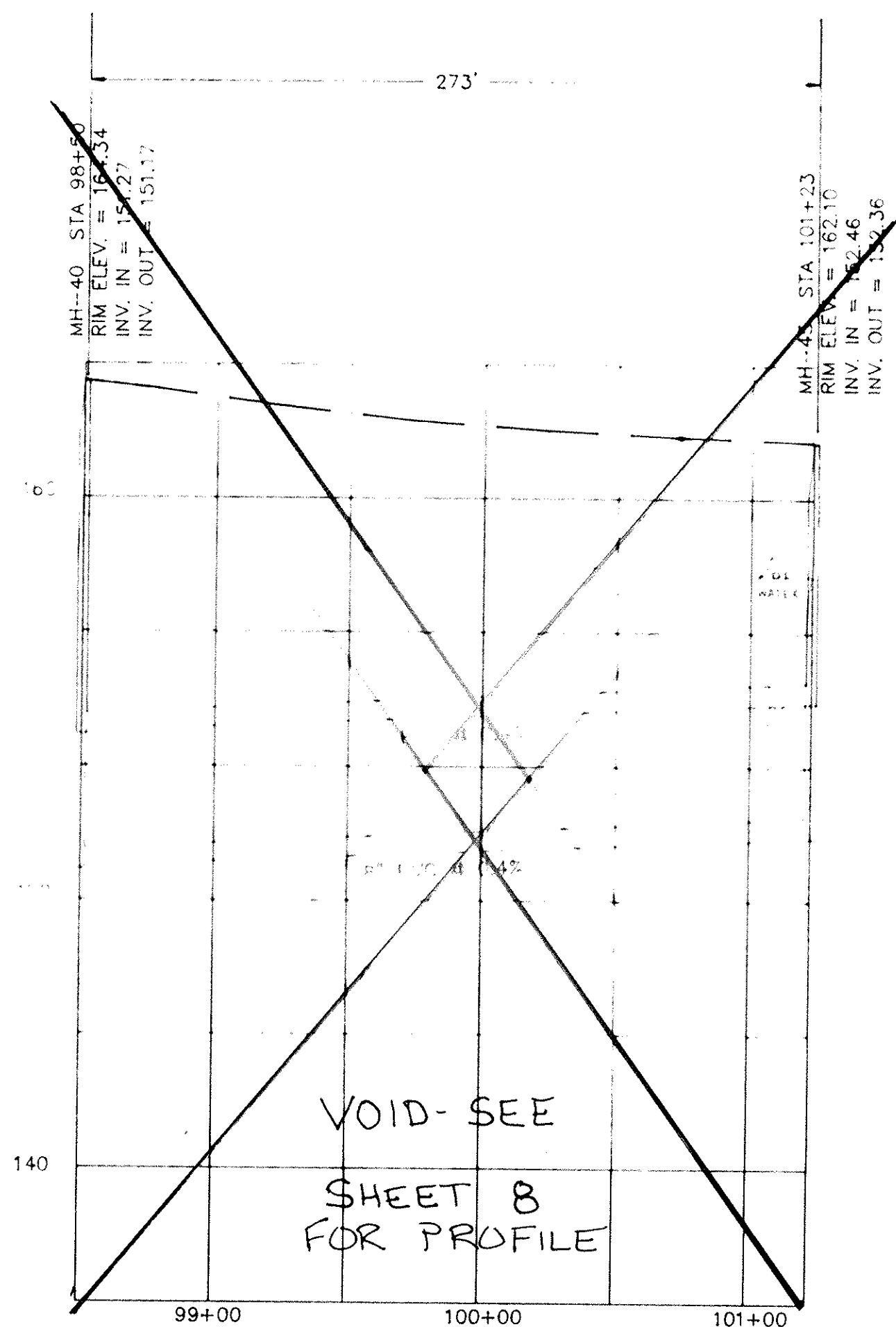
SEWER PLAN & PROFILE  
CHILD'S STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NO.	DATE	SCALE	FILE	DATE
88036-6	9/16/91	1"=50'	88036-6	

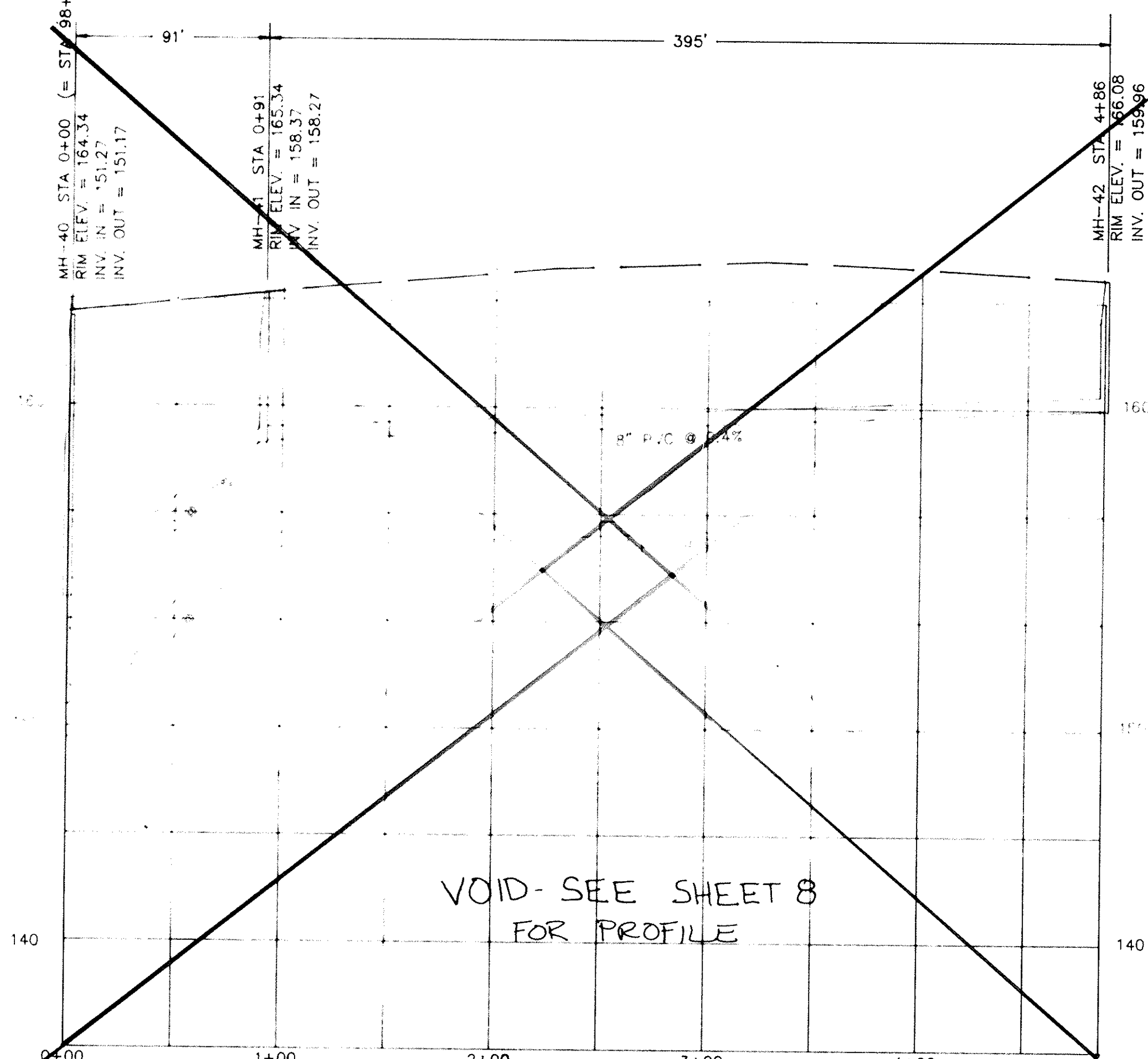


NOTE: ALL LOTS FOUND ON TMS 11115-08



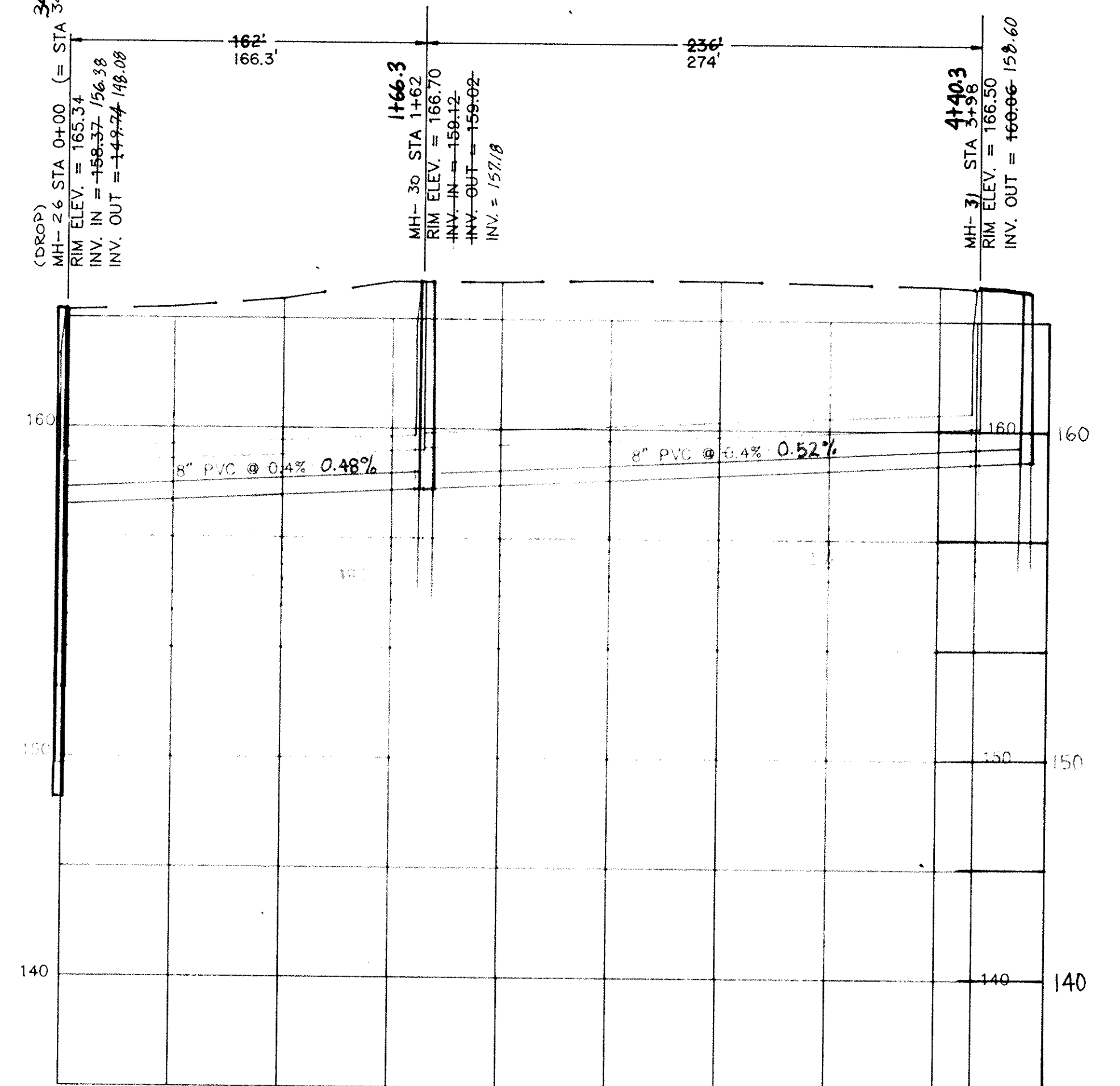
VOID-SEE SHEET 8 FOR PROFILE

CHILD'S STREET  
MH 40 TO MH 46

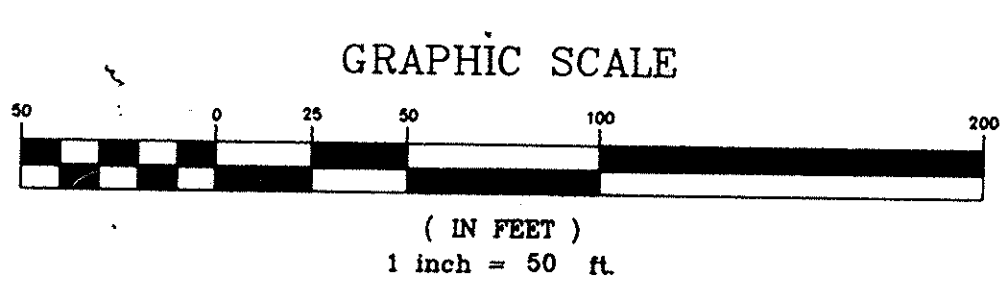


VOID-SEE SHEET 8 FOR PROFILE

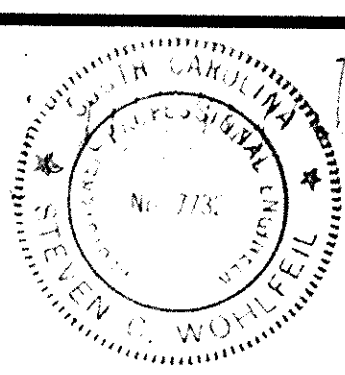
CHILD'S STREET  
MH 40 TO MH 42



NEAR CHILD'S STREET  
MH-26 TO MH 31



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-41 (2.6)	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

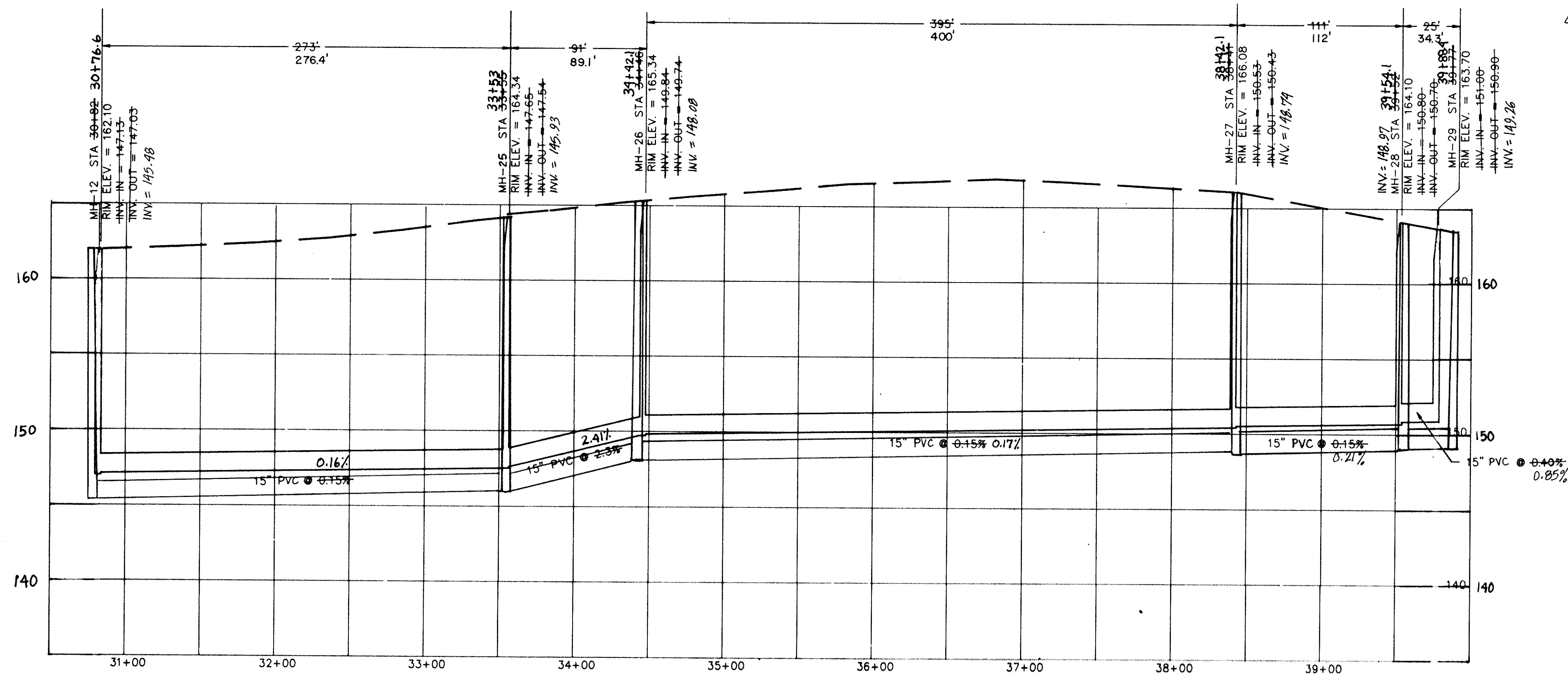
SEWER PLAN & PROFILE  
CHILD'S STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAO	SEV/MCM	TCW	ATW
DESIGN	CHECK	FILE	RETRD
9/10/89	HOR 1"=30'	VERT 1"=3'	88036-7
DATE	SCALE	NO.	REV.

APPROVED

SEE SHEET 7 FOR PLAN VIEW



CHILD'S STREET  
MH-12 TO MH-29

APPROVED

3		TCW	REVISED PER COMMENTS	
5/15/95		TCW	RECORD DRAWING	
7/3/91		MCM	ISSUED FOR BIDS	SW
5/22/91		EAR	ISSUED FOR APPROVAL	SW
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

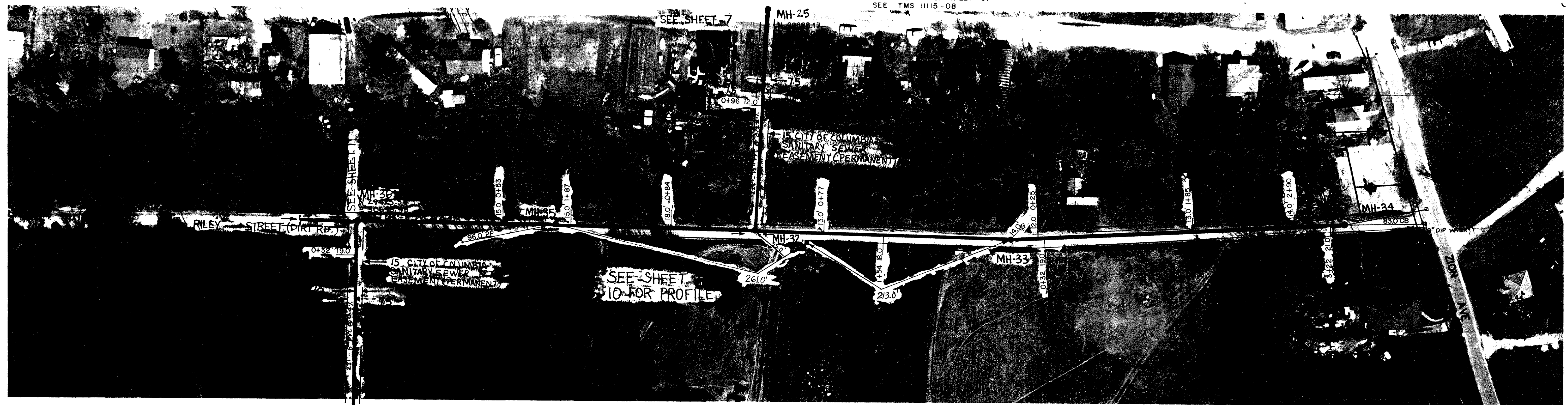
STEPHEN C. WOHLFEL

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

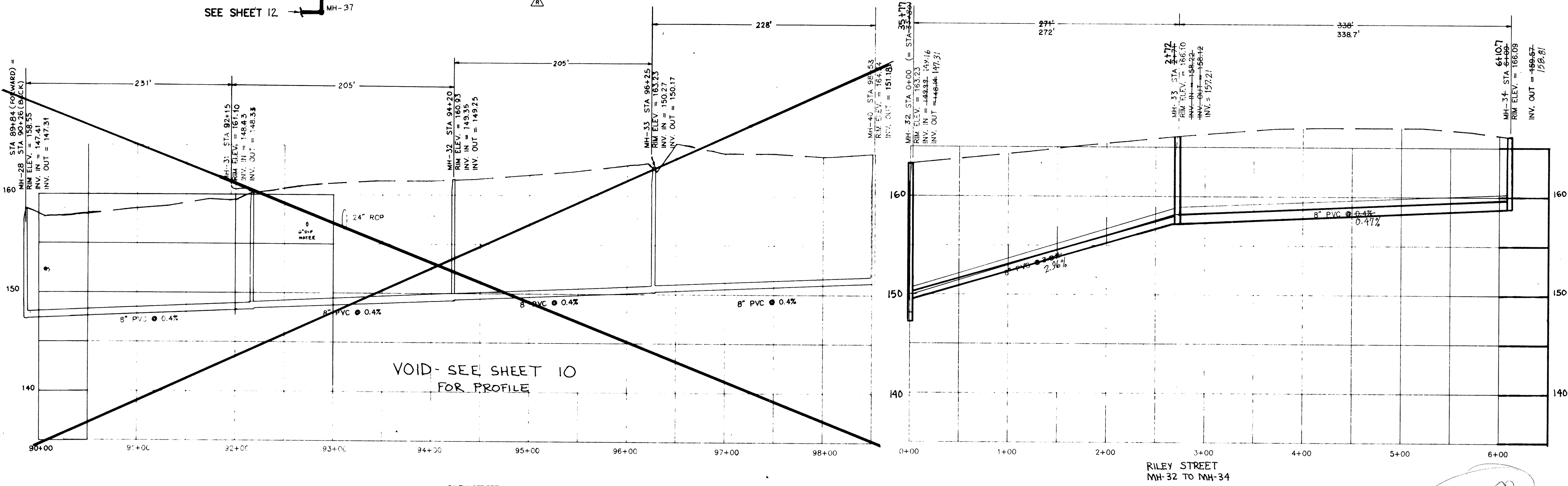
SEWER PROFILE MH-12 TO MH-29  
CHILD'S STREET

prime associates, inc.  
engineers planners surveyors

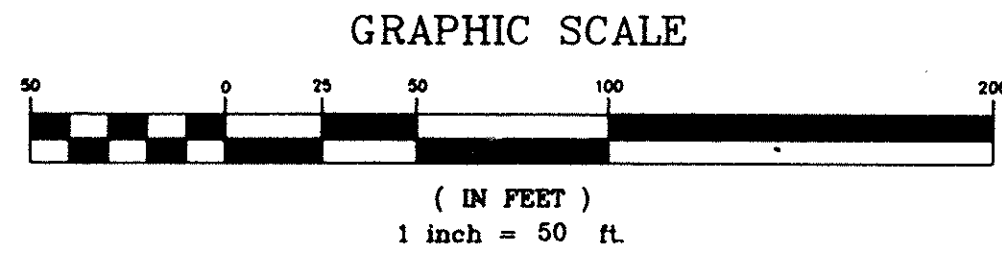
DATE	5/22/91	SCALE	HOR 1"=50' VERT 1"=5'
PROJECT NO.	88036-8	DRAWN BY	SW
CHECKED BY	ATD/PRO	DATE	5/22/91



NOTE: LOTS SOUTH OF RILEY ST SEE TMS 1115-07 UNLESS OTHERWISE NOTED



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SCW
3	5/21/91	MCM	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TIE-IN AT MH-32 & MH-33	SCW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SCW



APPROVED



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

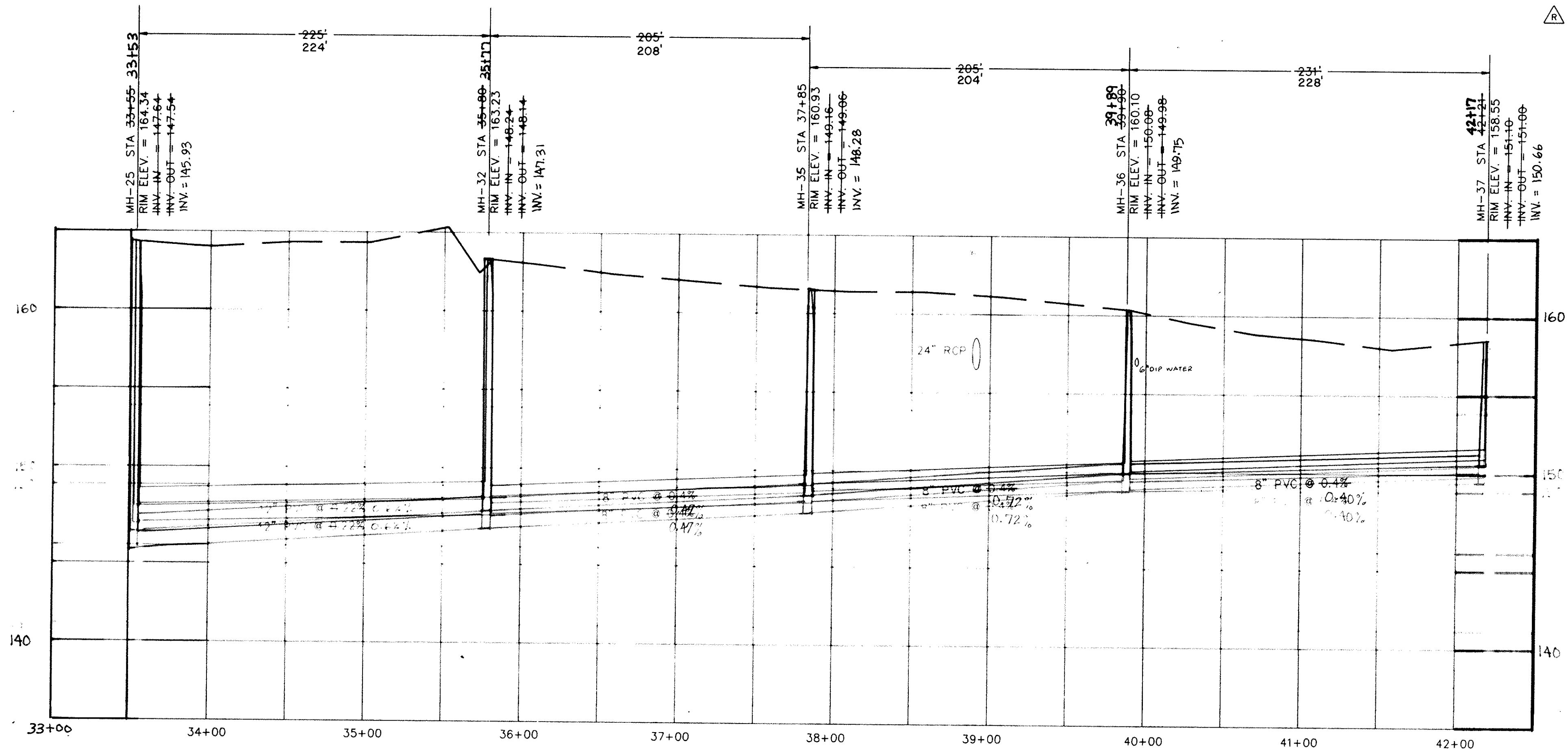
SEWER PLAN & PROFILE  
RILEY STREET

prime associates, inc.  
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

DATE: 9/15/89  
SCALE: 1"=50'

SEE SHEET 9 FOR PLAN VIEW



RILEY STREET  
MH-25 TO MH-37

APPROVED

REVISION		REVISOR		DATE	
3	TCLW	REVISED PER COMMENTS			
2	TCW	RECORD DRAWING			
1	MCM	ISSUED FOR BIDS			
0	E.R.	ISSUED FOR APPROVAL			
REV.	DATE	BY	DESCRIPTION	APP.	

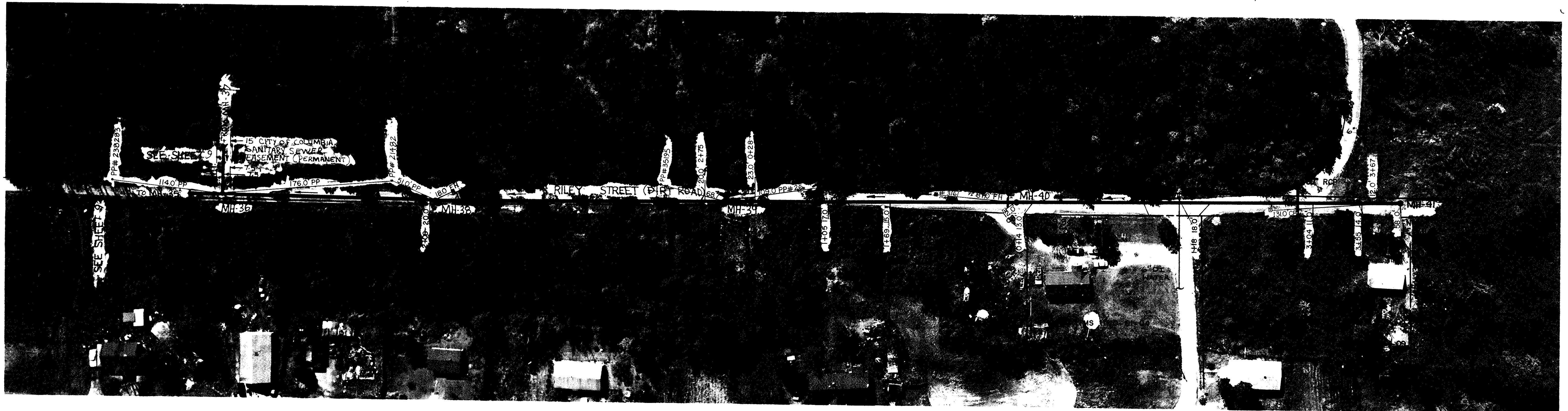
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PROFILE MH-25 TO MH-37  
RILEY STREET

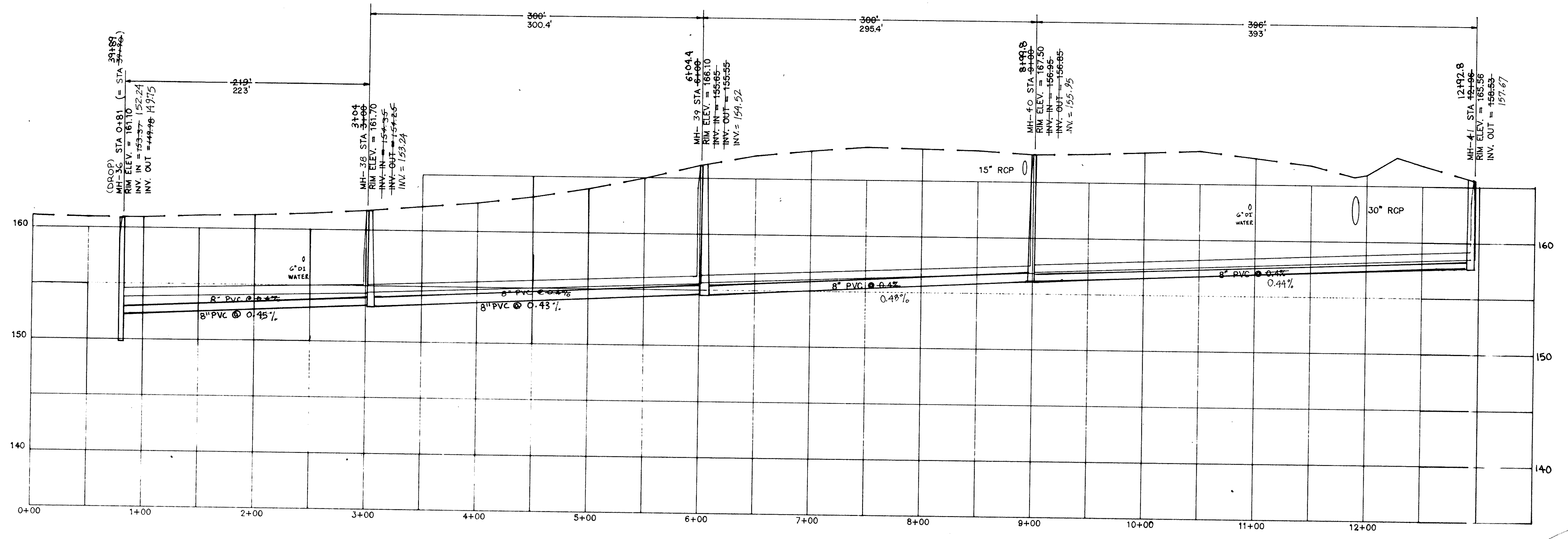
E.R./CAD	SCW/E.R.	SCW	ATRL/PPR
DATE	SCALE	FILE	REVISED
5/22/91	HOR 1"=50' VERT 1"=5'	88036-10	

p

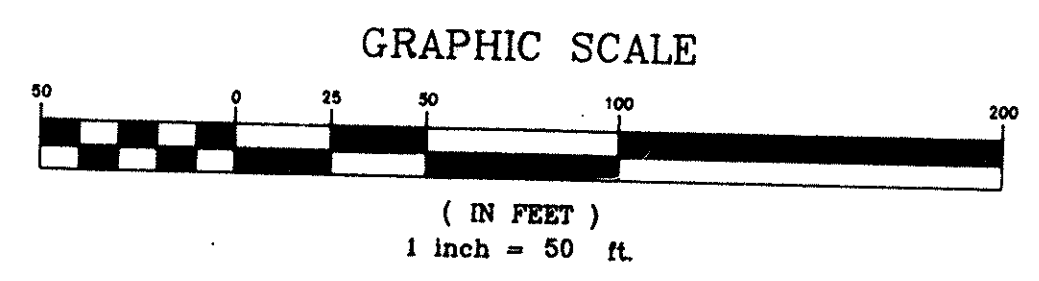
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA



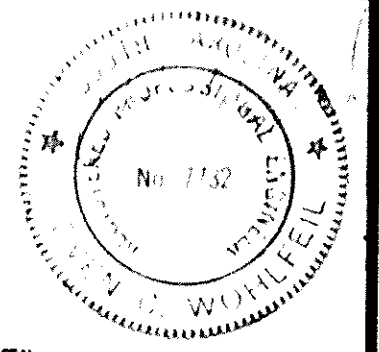
NOTE : LOTS NORTH OF RILEY ST.  
SEE TMS 11115-08 UNLESS  
OTHERWISE NOTED



RILEY STREET  
MH-36 TO MH-41



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	6/15/95	TCW	RECORD DRAWING	
4	7/8/91	MCM	ISSUED FOR BIDS	SCW
3	3/2/91	EJR	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TB IN @ MH-31	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	1/8/89	SEV	ISSUED FOR APPROVAL	



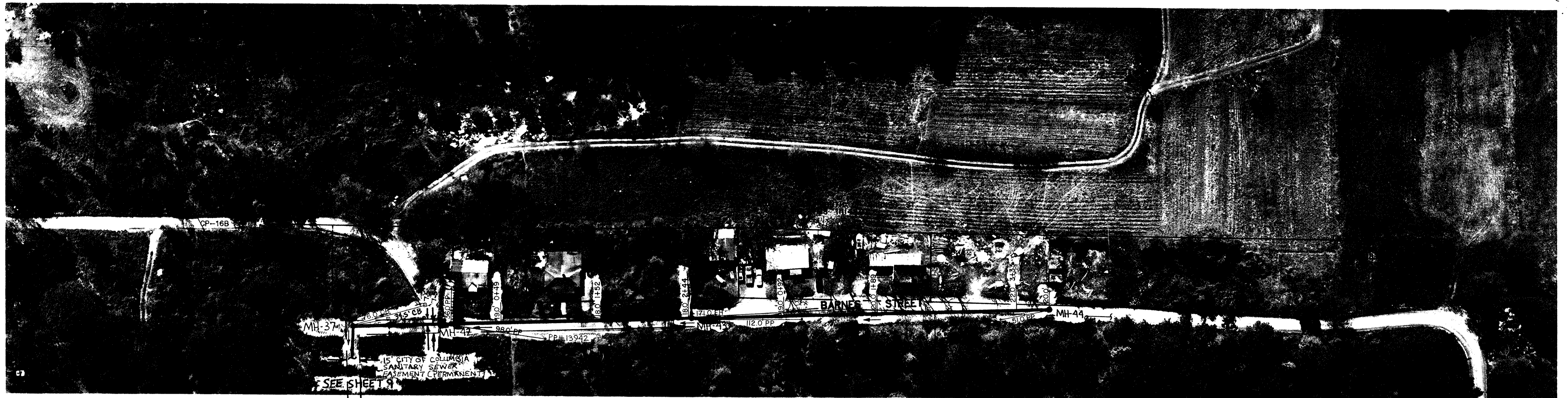
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
RILEY STREET

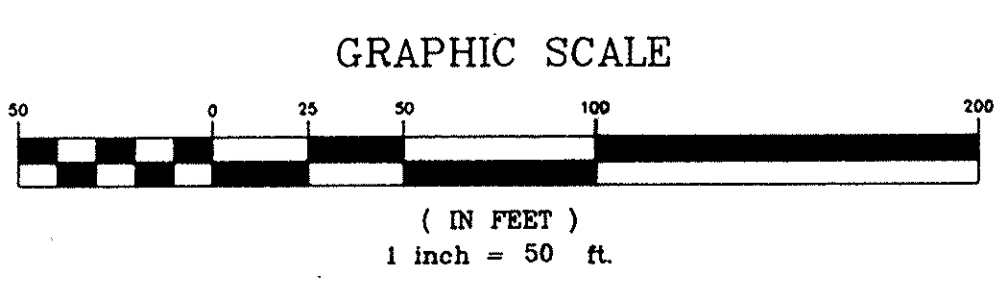
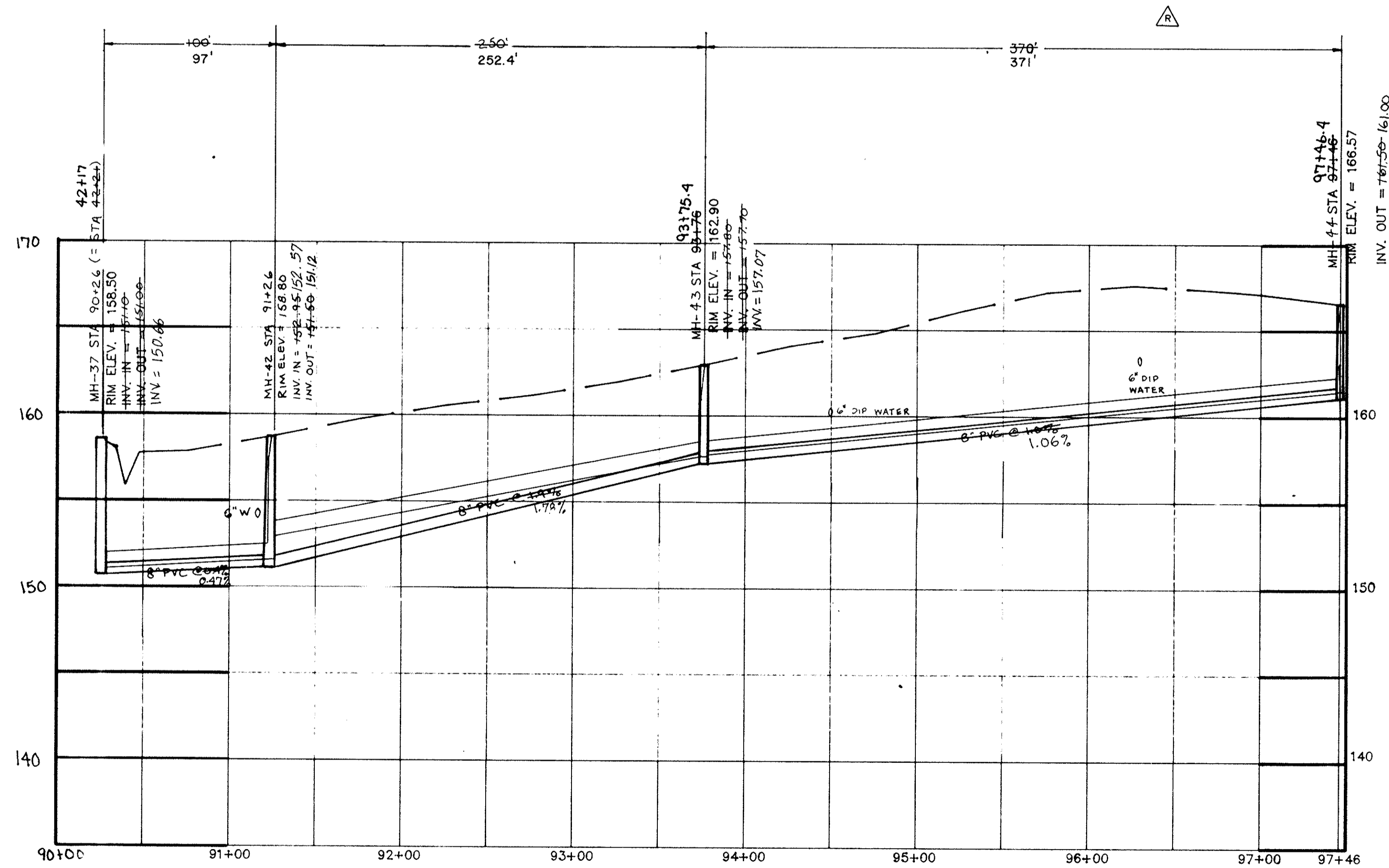
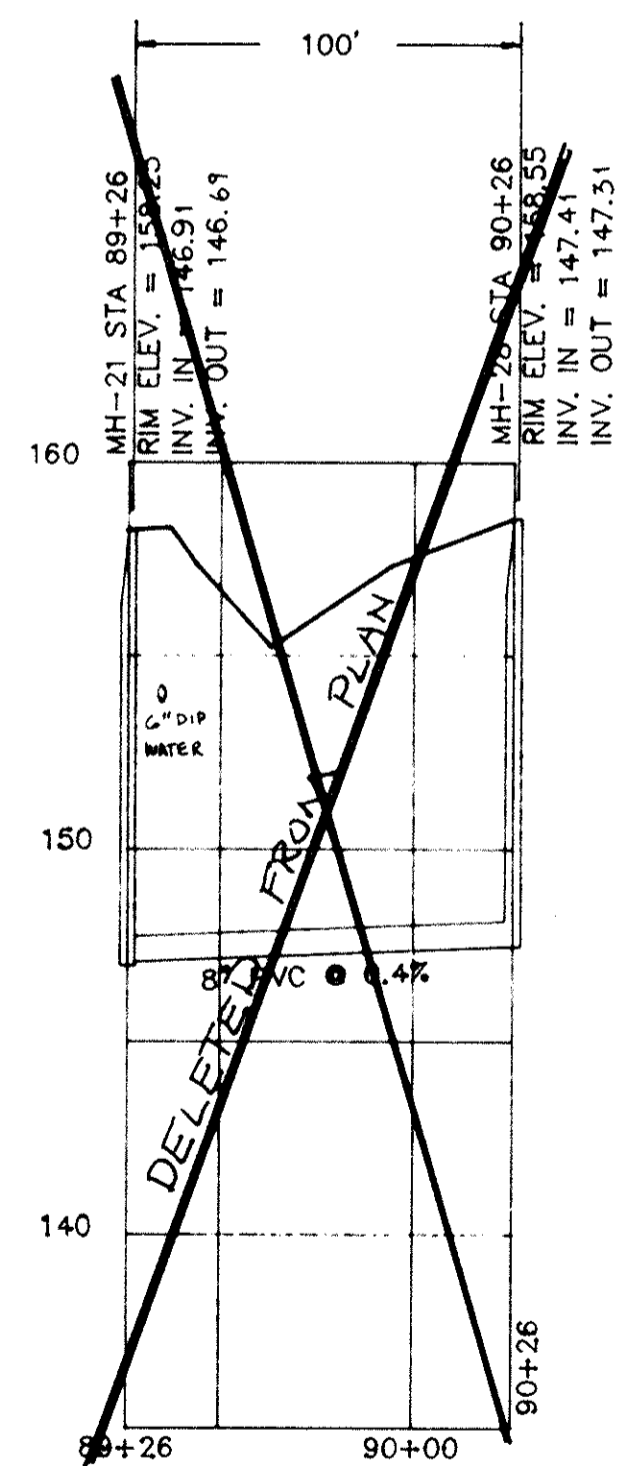
**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATRLY	
DRAWN	DESIGN	CHECK	FILE	RECORD
9/18/89	1-50	88036-11		
DATE	SCALE	JOB NO.		

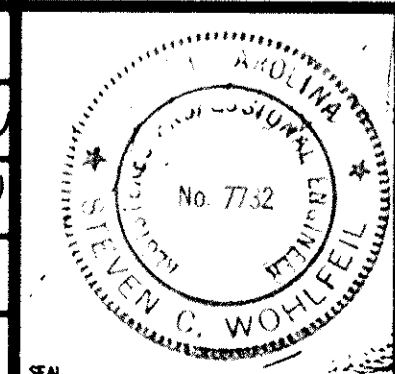
APPROVED



NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	<i>Sw</i>
2	5/22/91	EJR	GENERAL REVISIONS	<i>Sw</i>
1	6/10/90	GLB	ISSUED FOR APPROVAL	<i>MW</i>
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

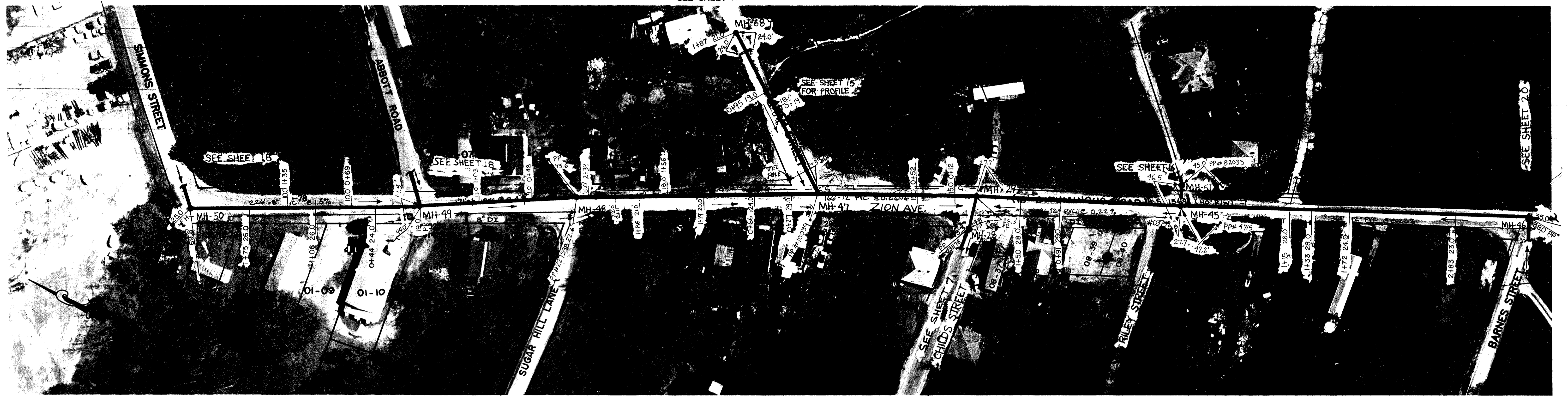
SEWER PLAN & PROFILE  
BARNES STREET



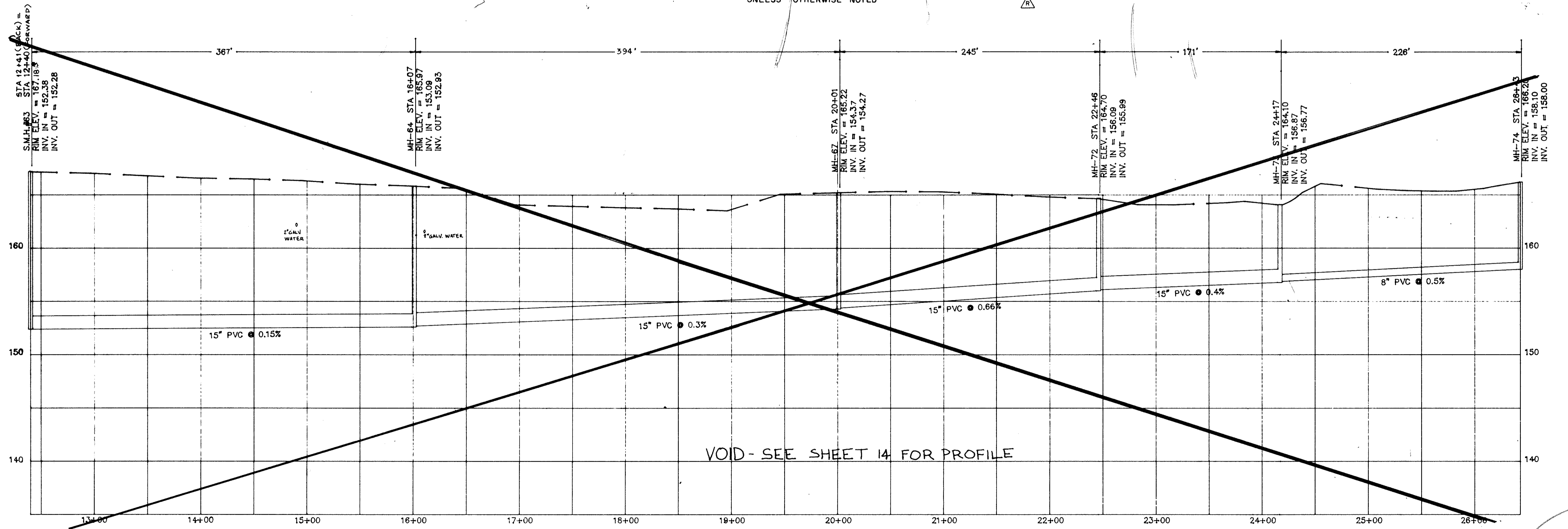
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

APPROVED

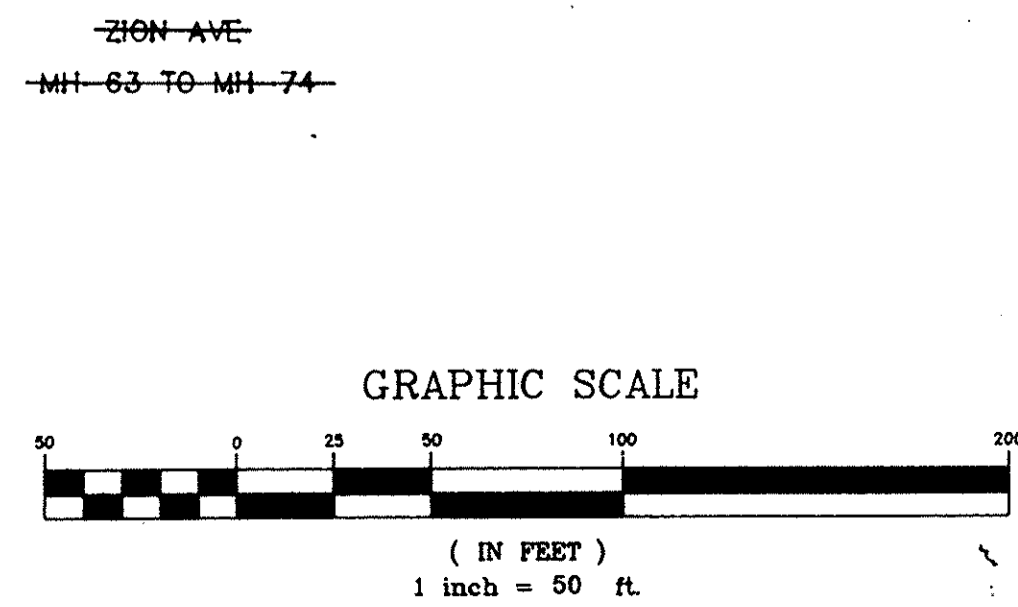




NOTE: ALL LOTS LOCATED ON TMS 11115 UNLESS OTHERWISE NOTED



VOID - SEE SHEET 14 FOR PROFILE



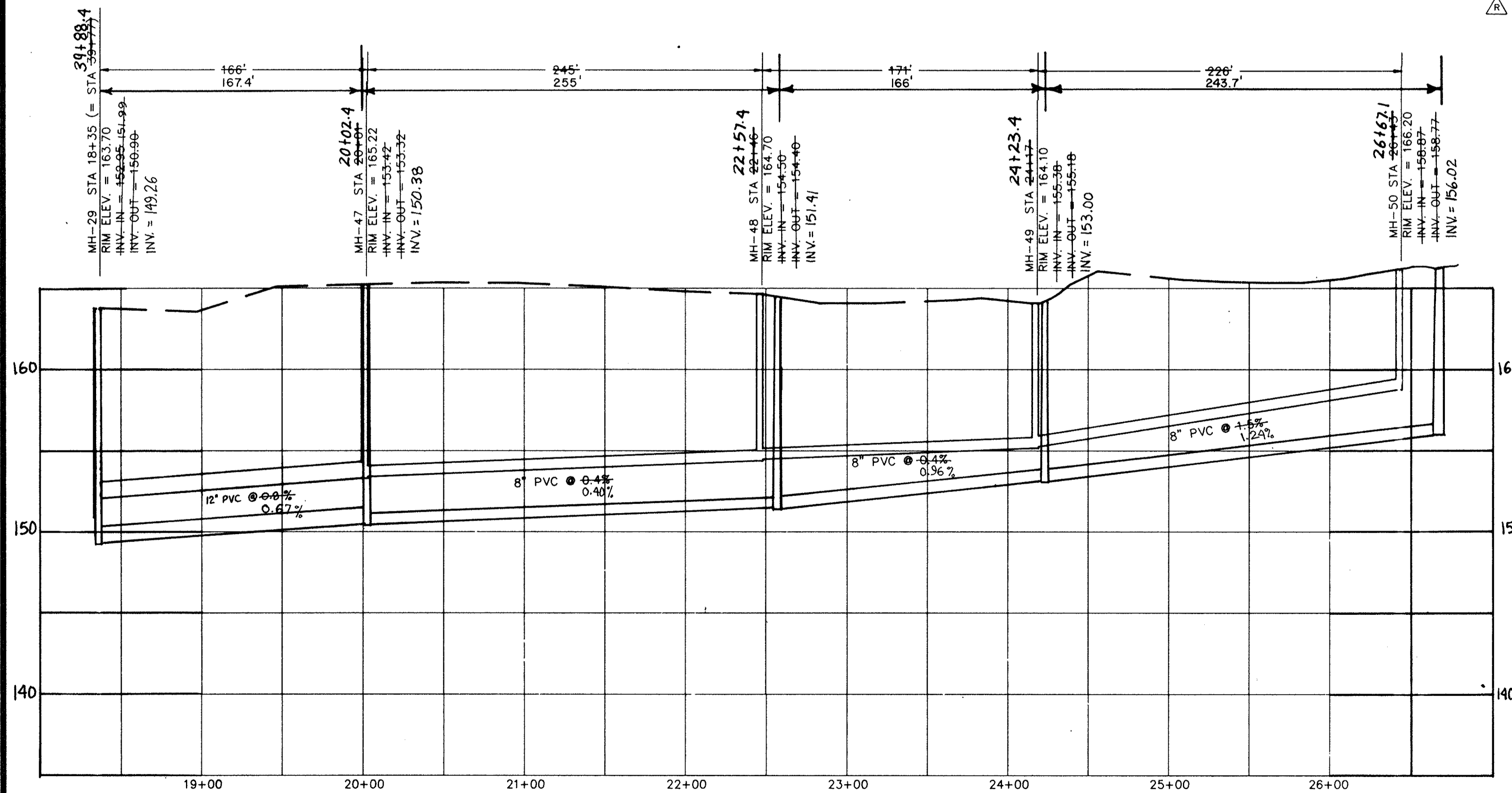
APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3	7/5/91	MCM	ISSUED FOR BIDS	SW
2	5/27/91	EJR	GENERAL REVISIONS	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	2/18/89	SEV	ISSUED FOR APPROVAL	SW

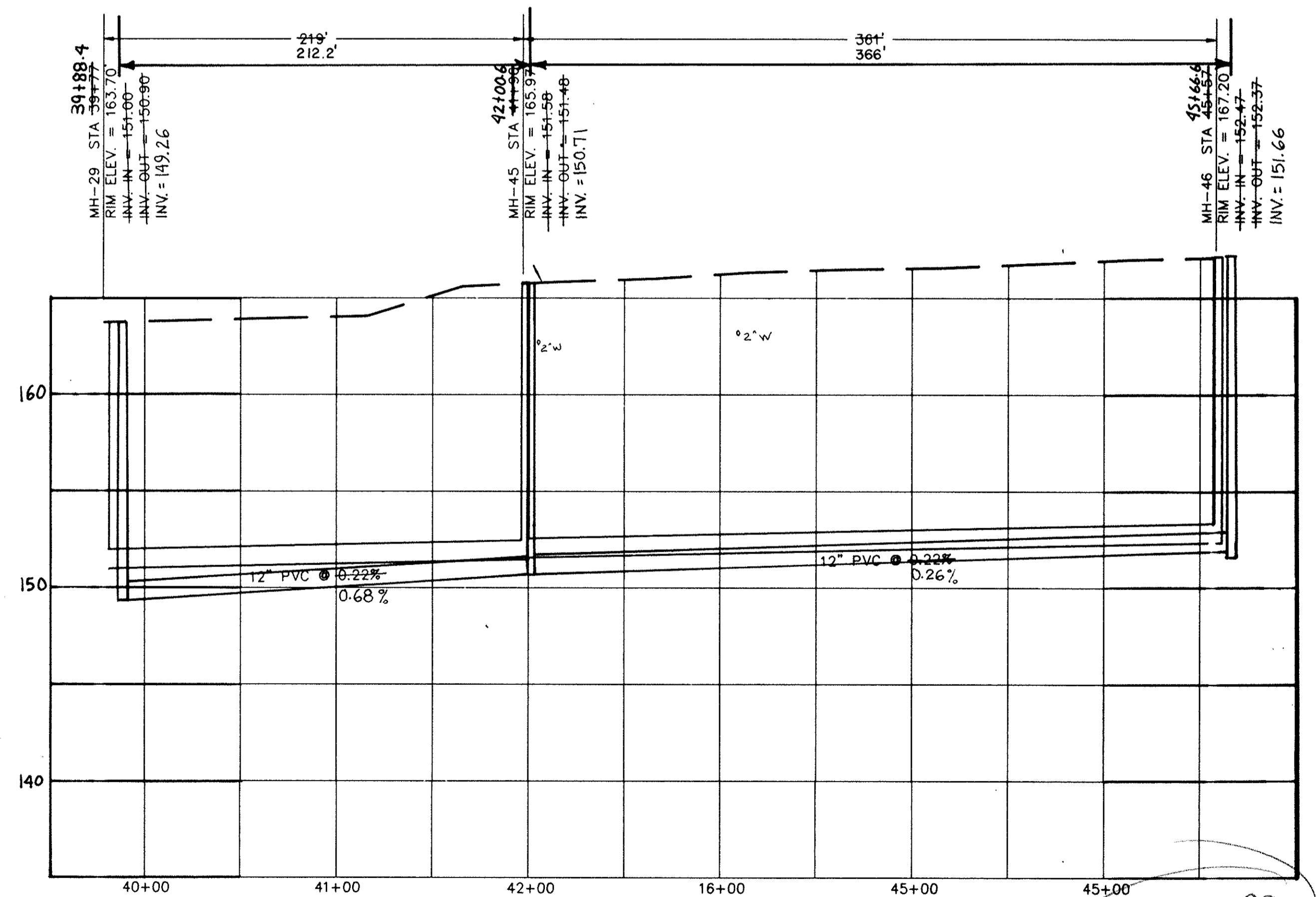
  

		<b>prime associates, inc.</b> engineers planners surveyors COLUMBIA SOUTH CAROLINA	
MCM/CAO	SEV/MCM	SCW	ATZON
DESIGN	CHECK	FILE	RETRD
9/10/89	HOR 1"=50'	88036-13	
DATE	VERT 1"=5'	DATE	

SEE SHEET 13 FOR PLAN VIEW



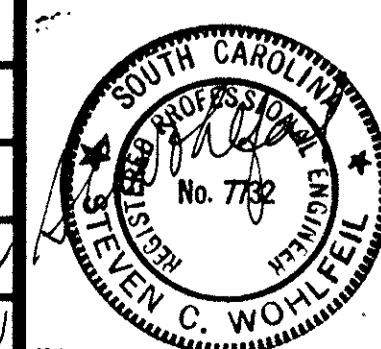
ZION AVE  
MH-29 TO MH-50



ZION AVE  
MH-29 TO MH-46

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	SW
0	5/22/91	EJR	ISSUED FOR APPROVAL	SW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-29 TO MH-50  
ZION AVENUE

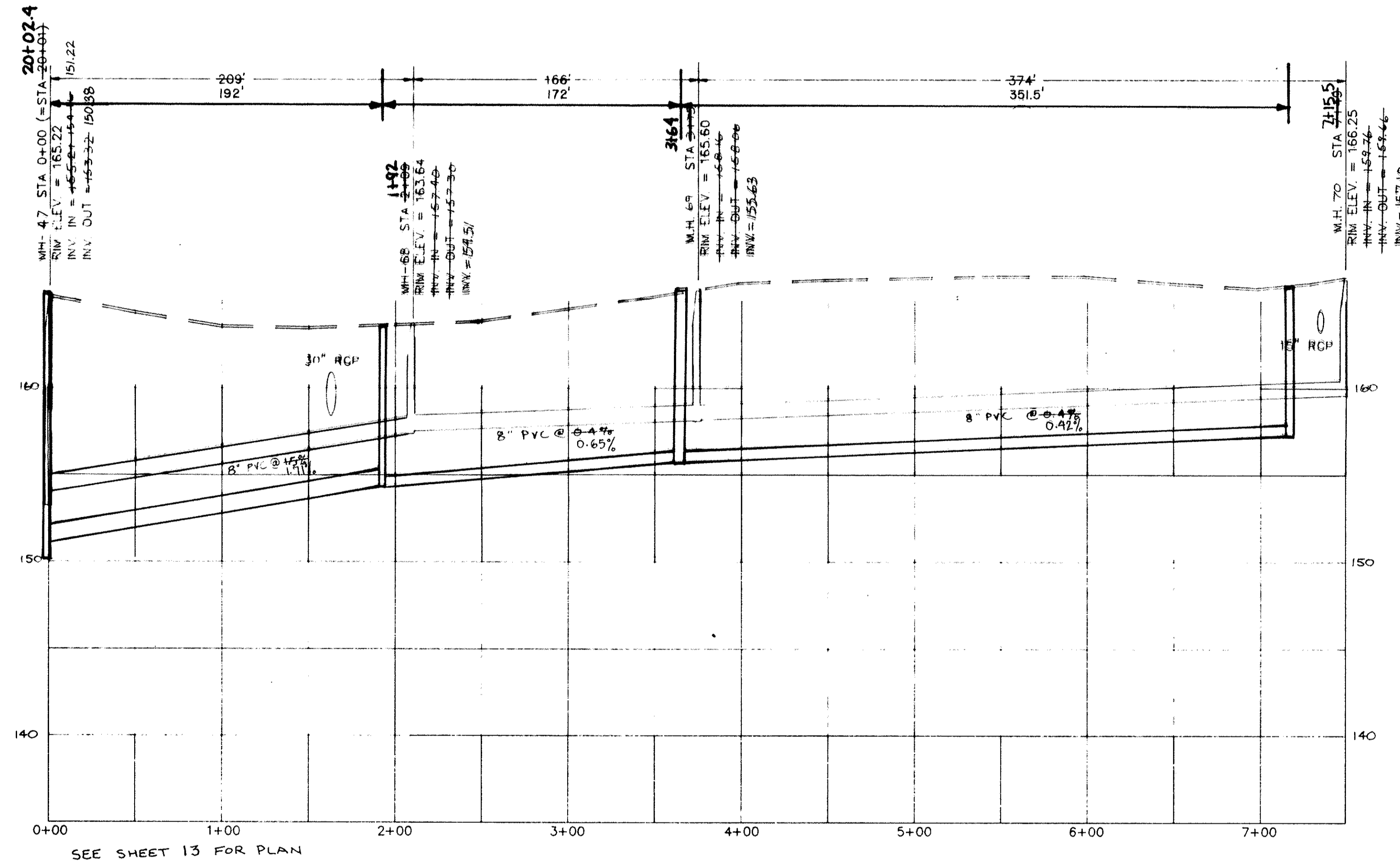


prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

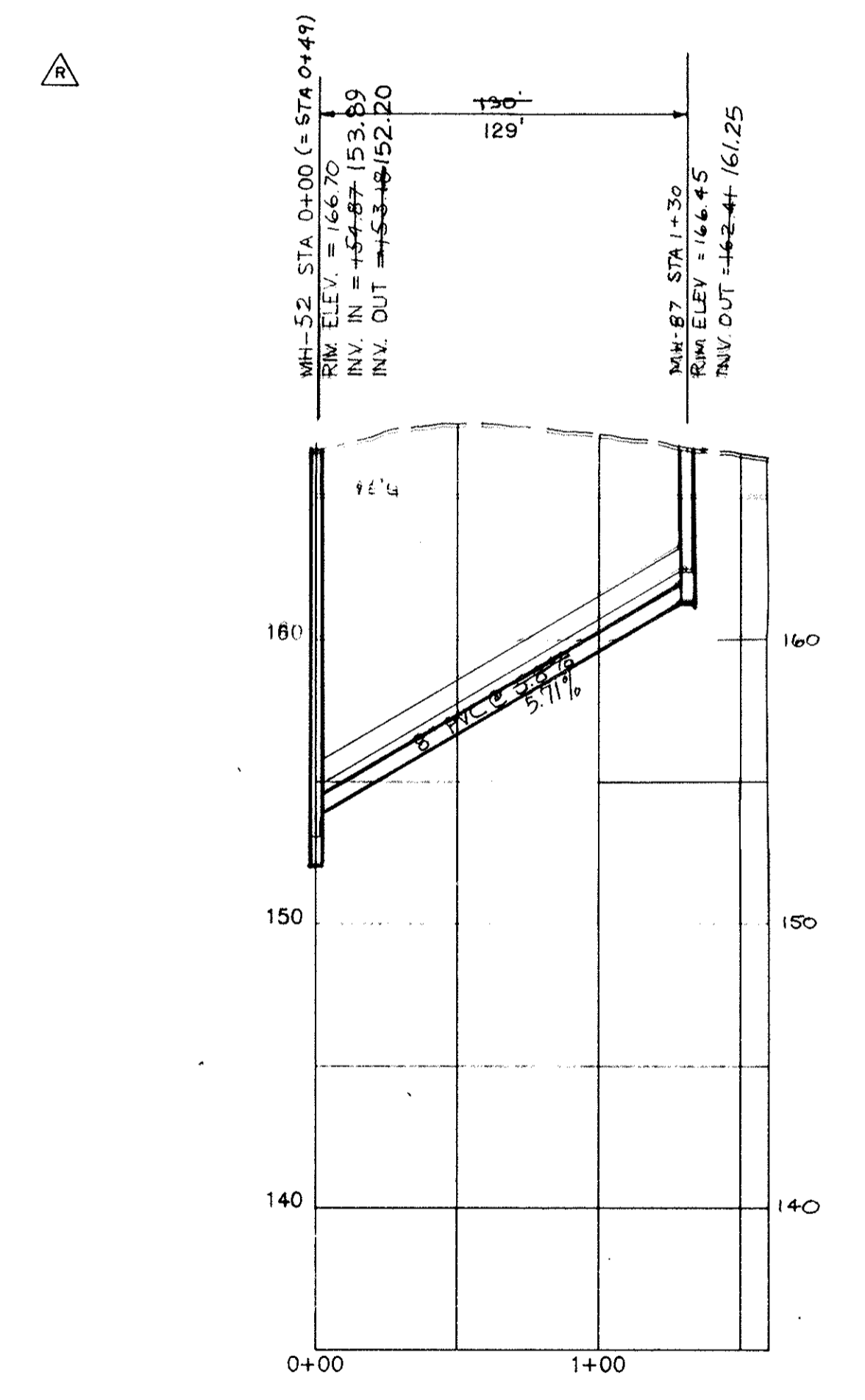
E.A./C.A.D.	SCW/E.A.R.	SCW	ATZ/PRO	RETRD
5/22/91			88036-14	



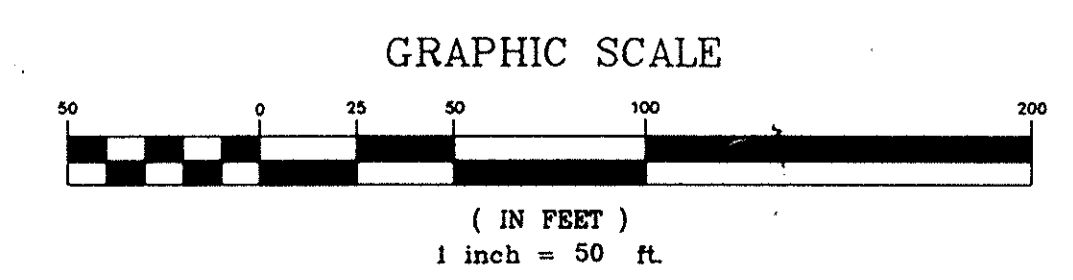
NOTE: ALL LOTS SOUTH OF FRASIER STREET ARE LOCATED ON TMS 1115



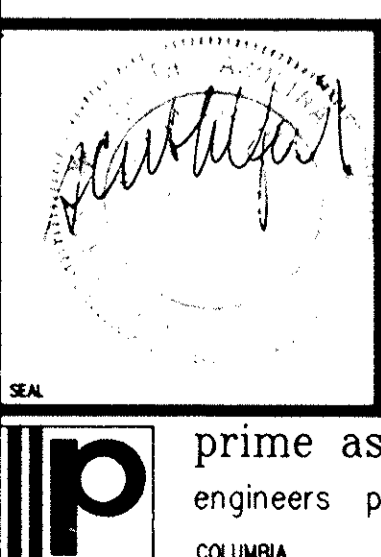
FRASIER ST.  
MH-47 TO MH-70



NEAR ZION AVE  
MH-52 TO MH-87  
SEE SHEET 20 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	slw
2	5/22/91	EJR	GENERAL REVISIONS	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	slw

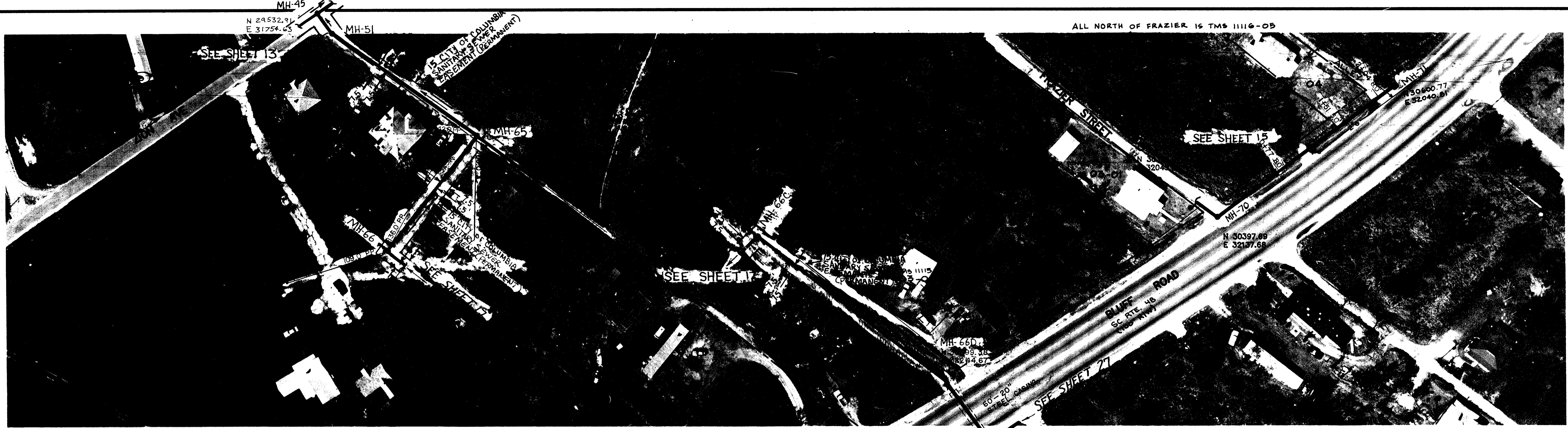


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

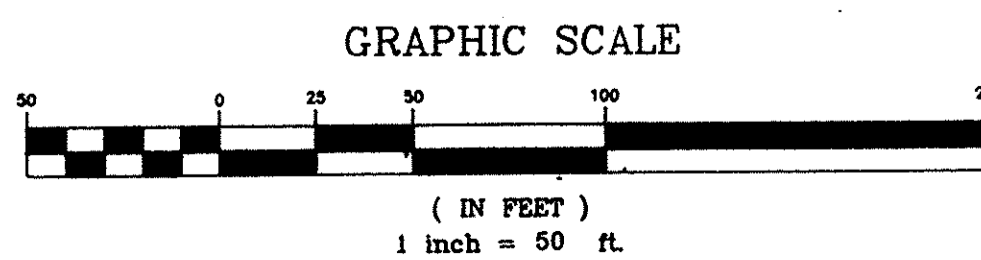
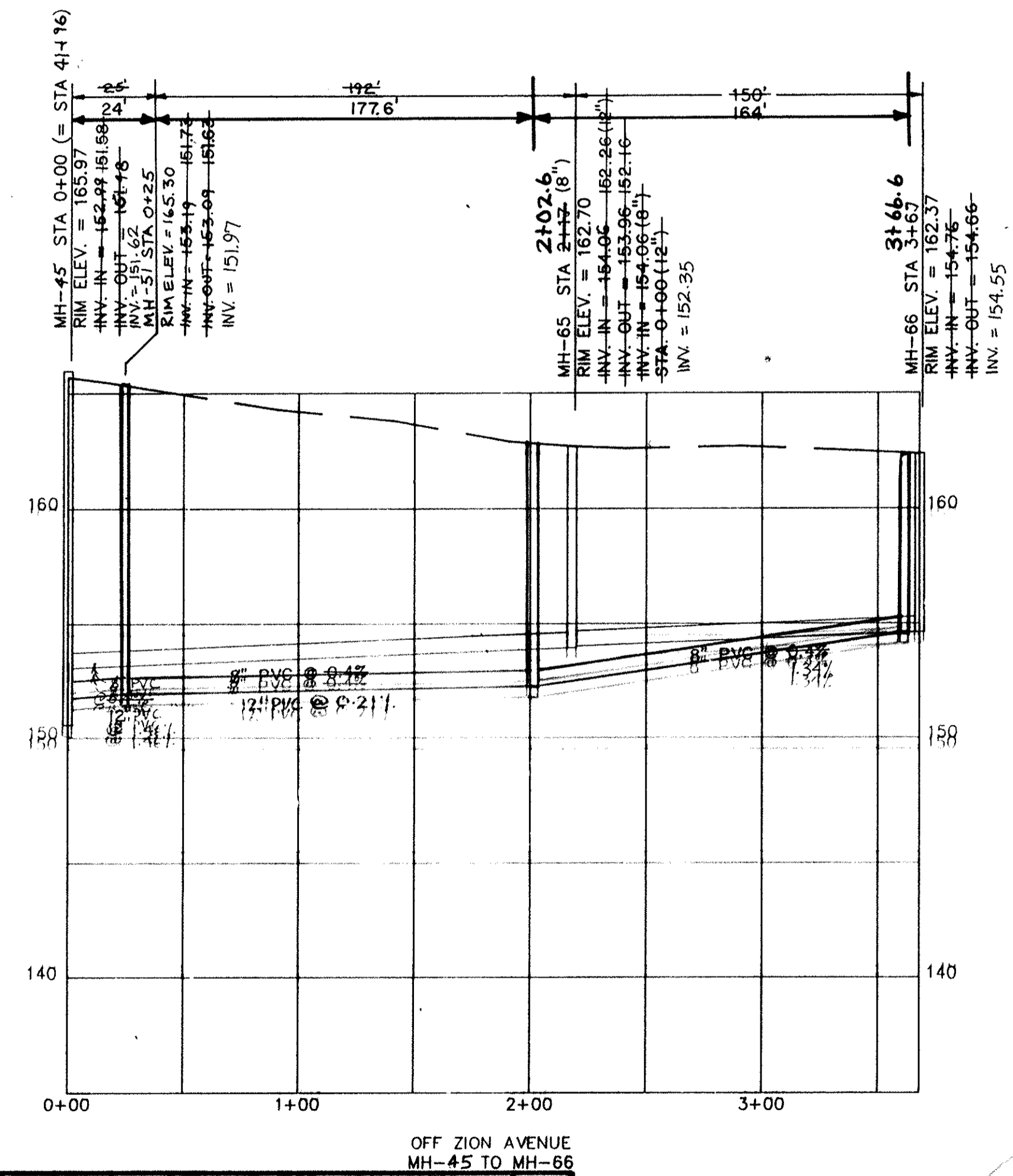
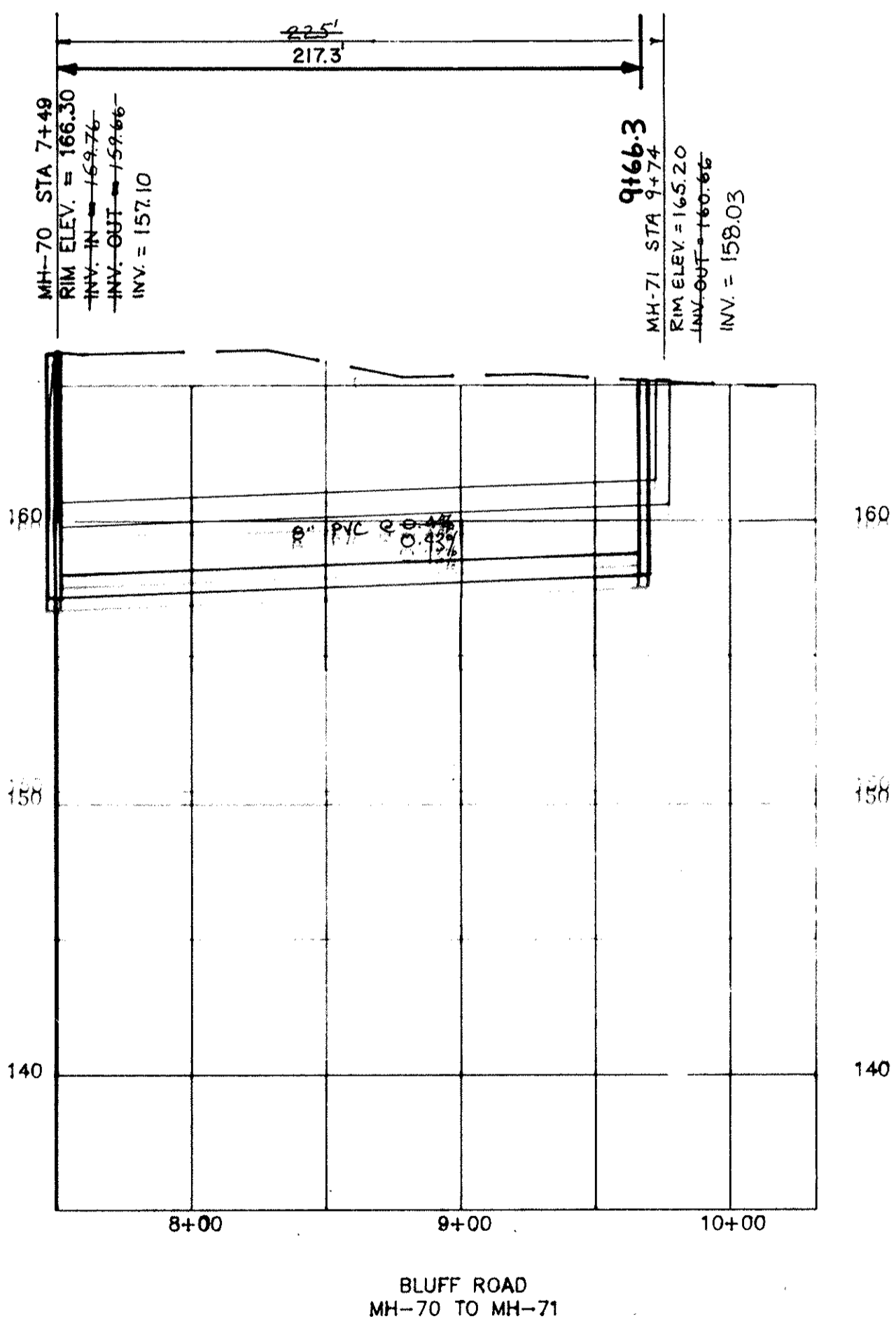
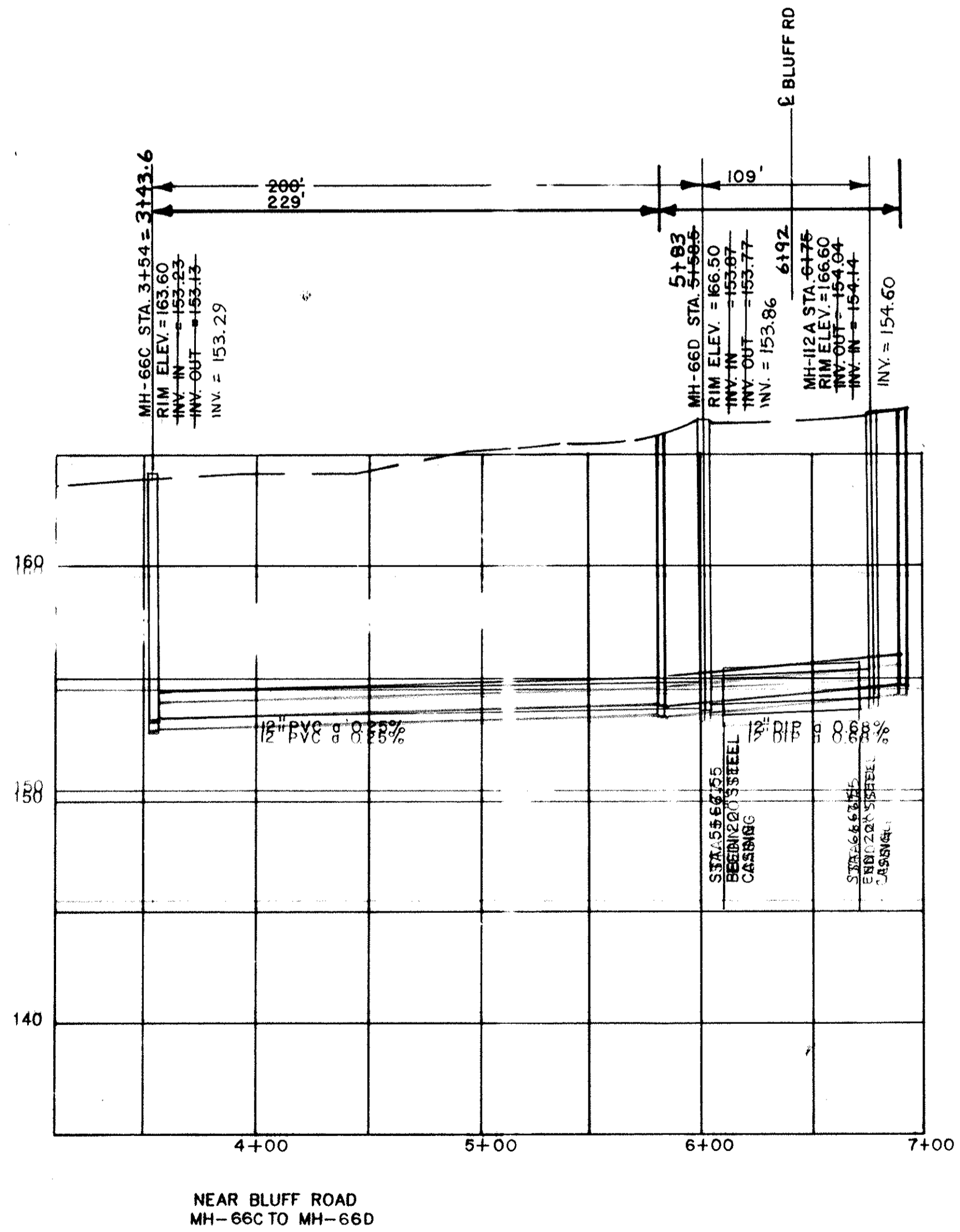
SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

APPROVED



ALL LOTS TMS 1115-04  
EXCEPT WHERE NOTED OTHERWISE



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
R	5/15/95	TCW	RECORD DRAWING	
4	11/19/94	CEC	CHANGED 8" TO 12" OFF ZION AVENUE	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	5/22/91	EJR	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	8/18/89	SEV	ISSUED FOR APPROVAL	sw



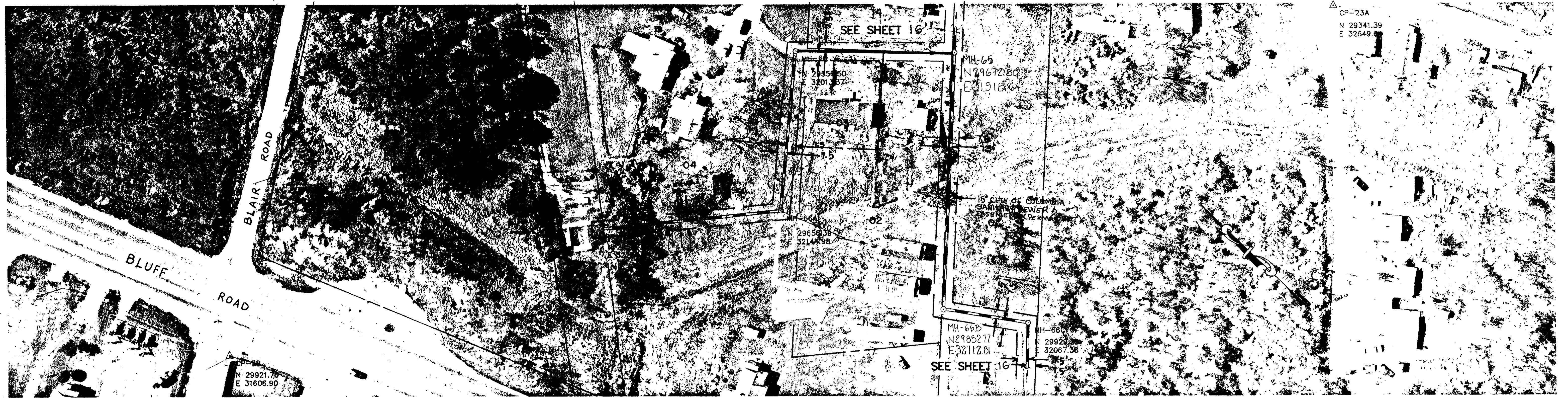
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
BLUFF ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NO./REV.	DATE	BY	CHKD.	FILE	REVISION
9/18/89		sw			

APPROVED

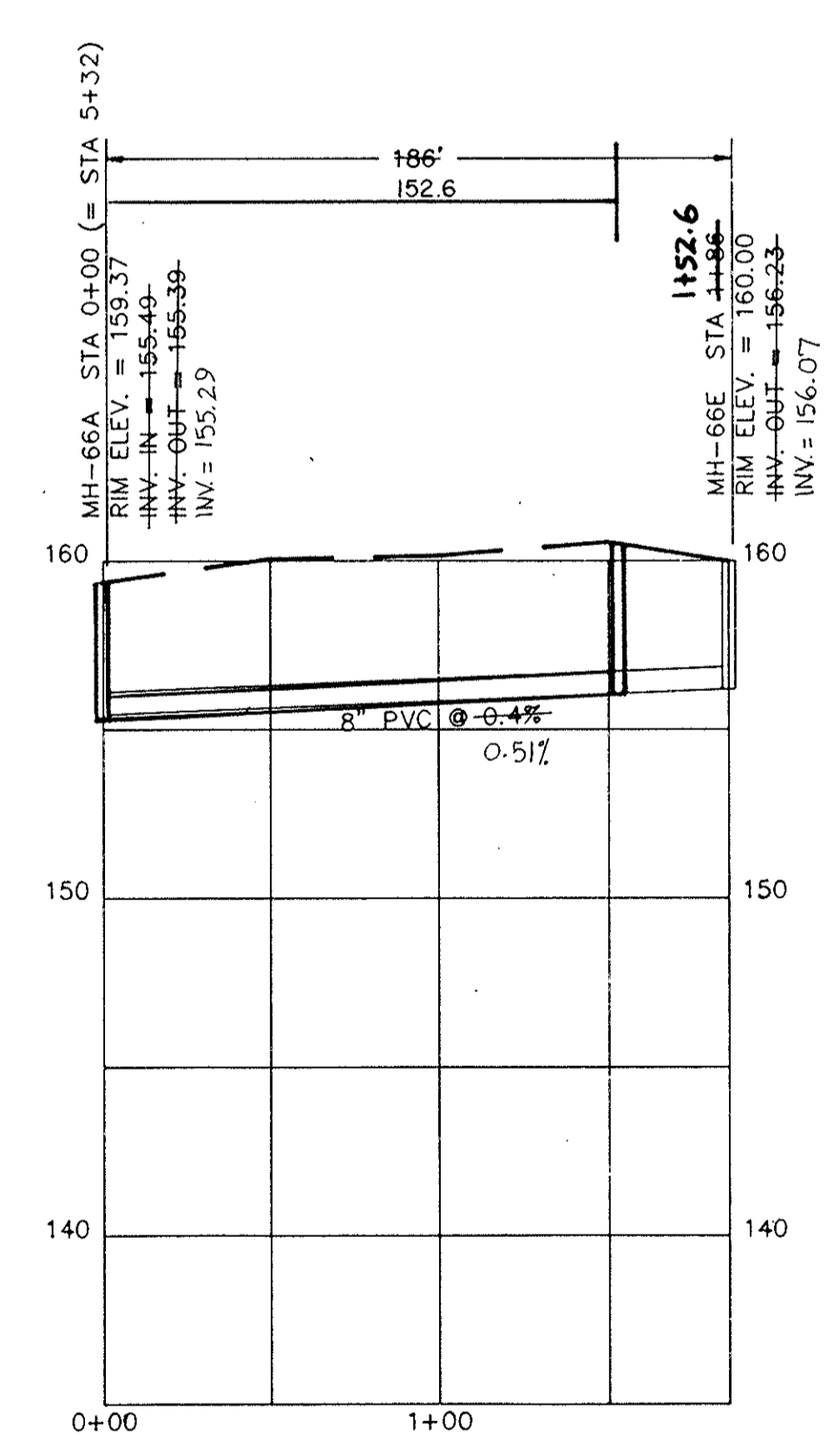
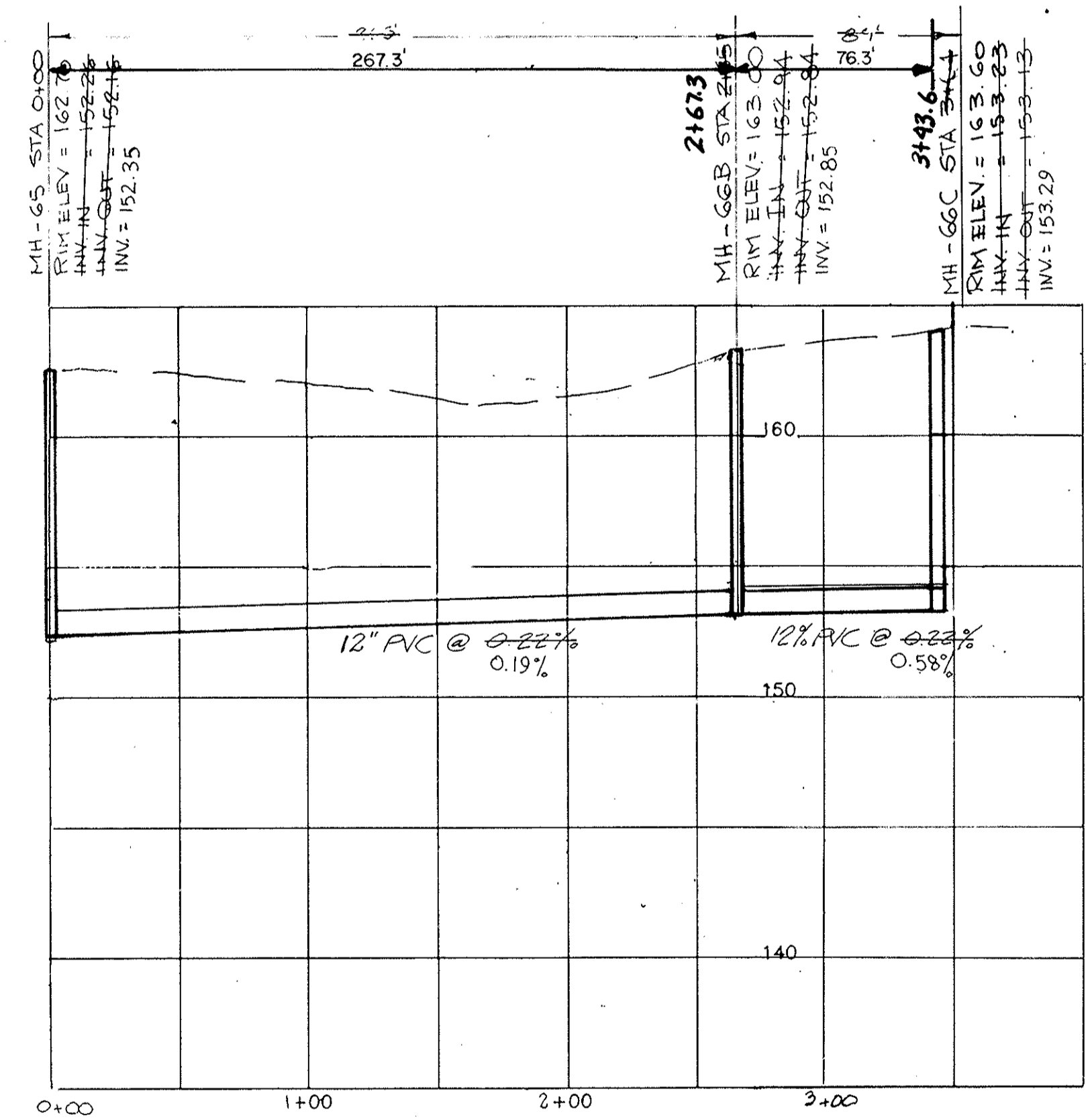
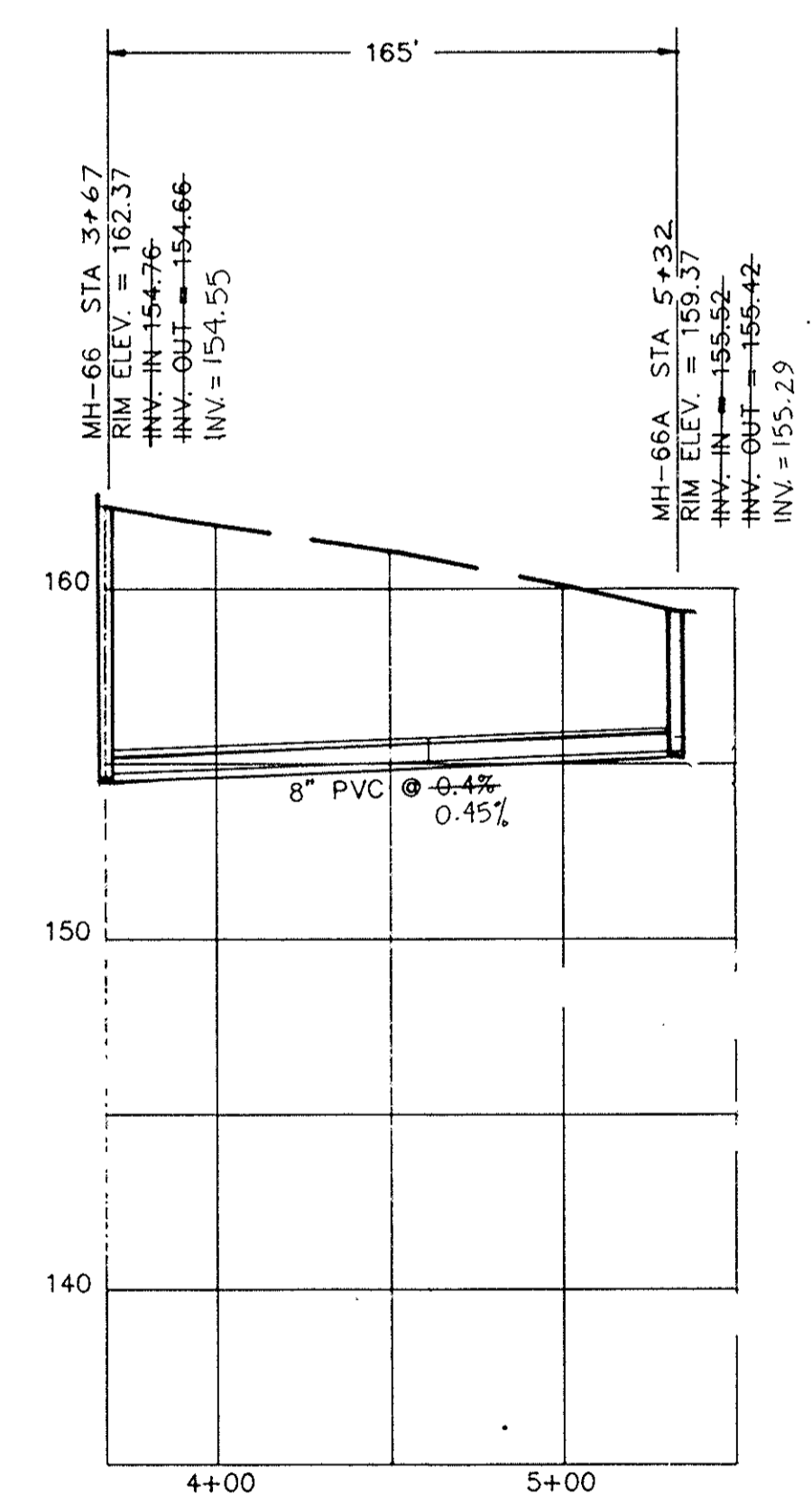


CP-23A  
N 29341.39  
E 32649.0

SEE SHEET 16

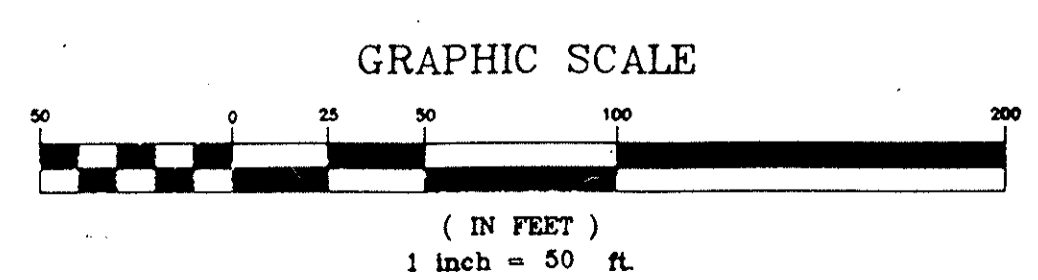
SEE SHEET 16

NOTE: ALL LOTS SEE TMS 11115-04



OFF ZION AVENUE  
FROM MH-65 TO MH-66C

OFF ZION AVENUE  
FROM MH-66A TO MH-66E



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/1/94	CEC	Raised alignment from 18+45 to MH-66C, changed 8" to 12"	CEC
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	5/22/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/88	SEV	ISSUED FOR APPROVAL	SCW

APPROVED

RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

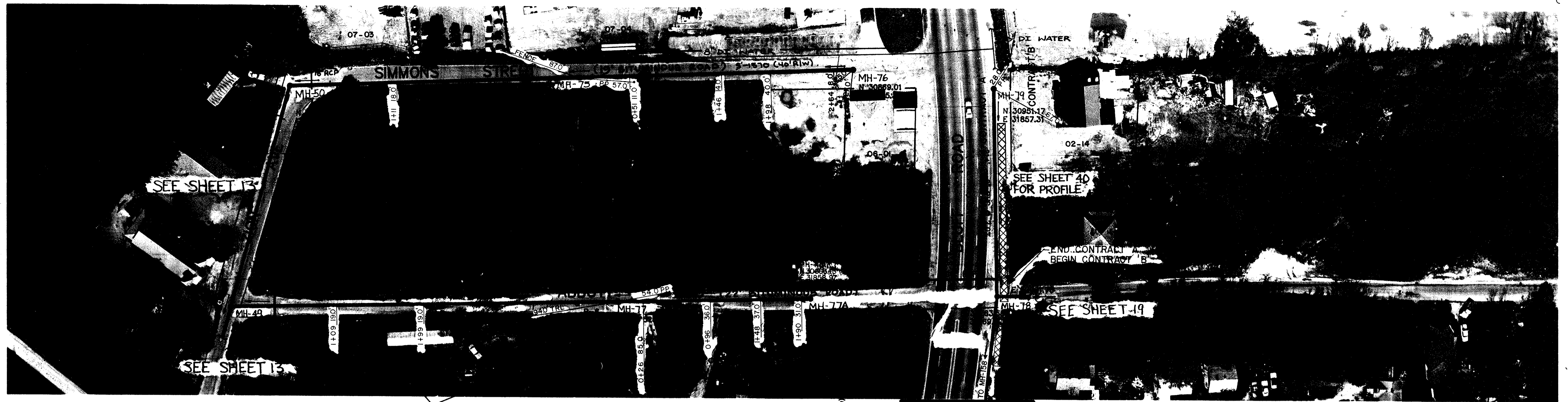
SEWER PLAN & PROFILE  
BETWEEN ZION AVE. & BLUFF RD.

*SCW*

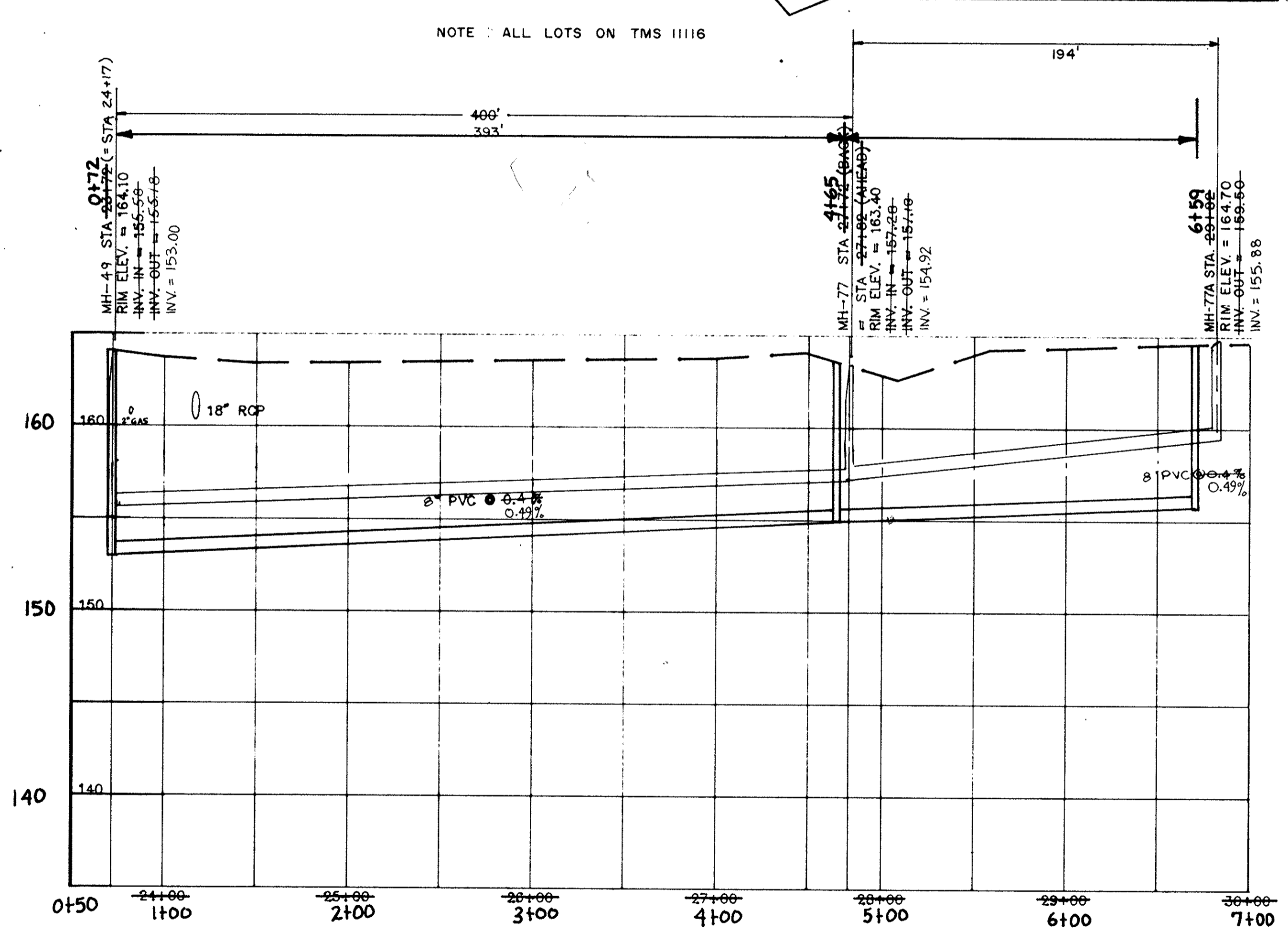


prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

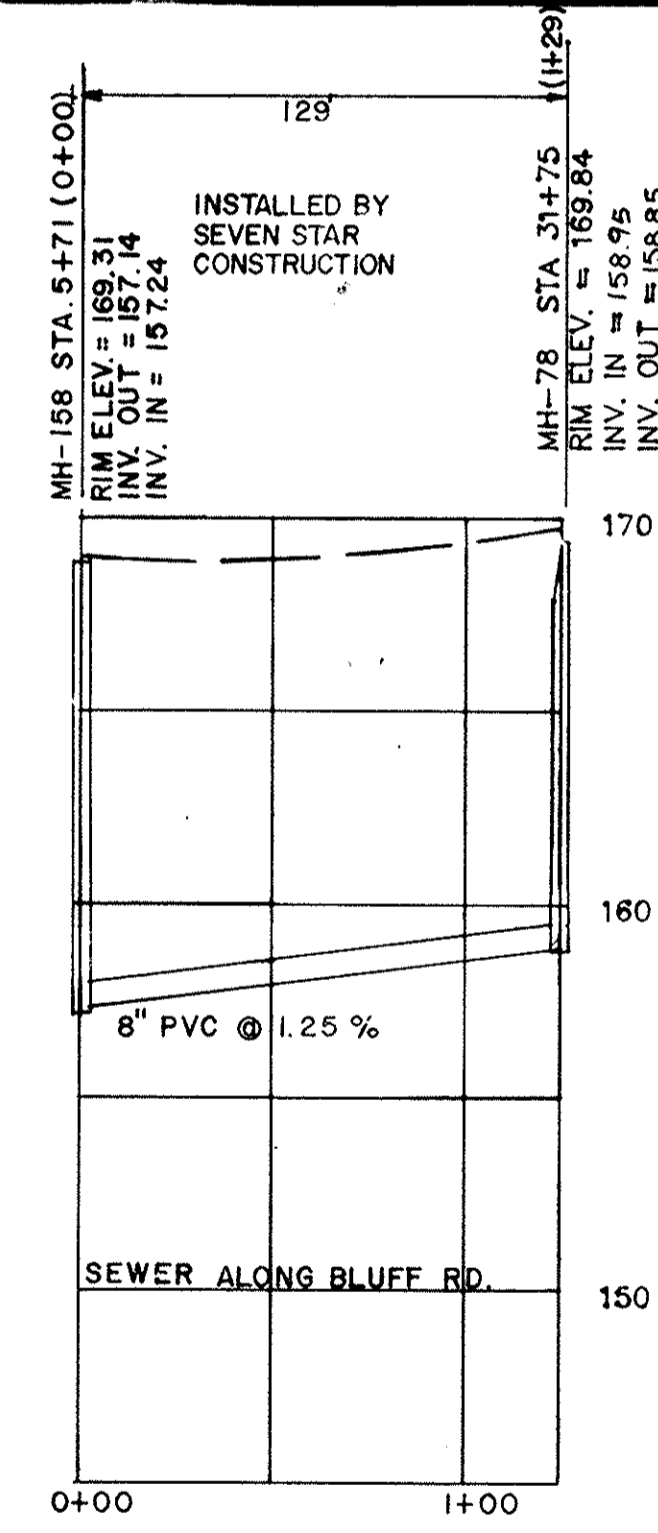
SEV/CAD	SEV	SCW	ATM-1
9/18/89	9/18/89	88036-17	RET'D
SCALE	VERT. 1"=2'		



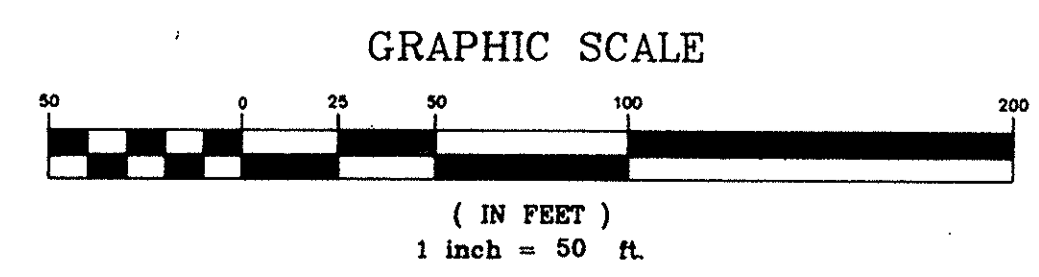
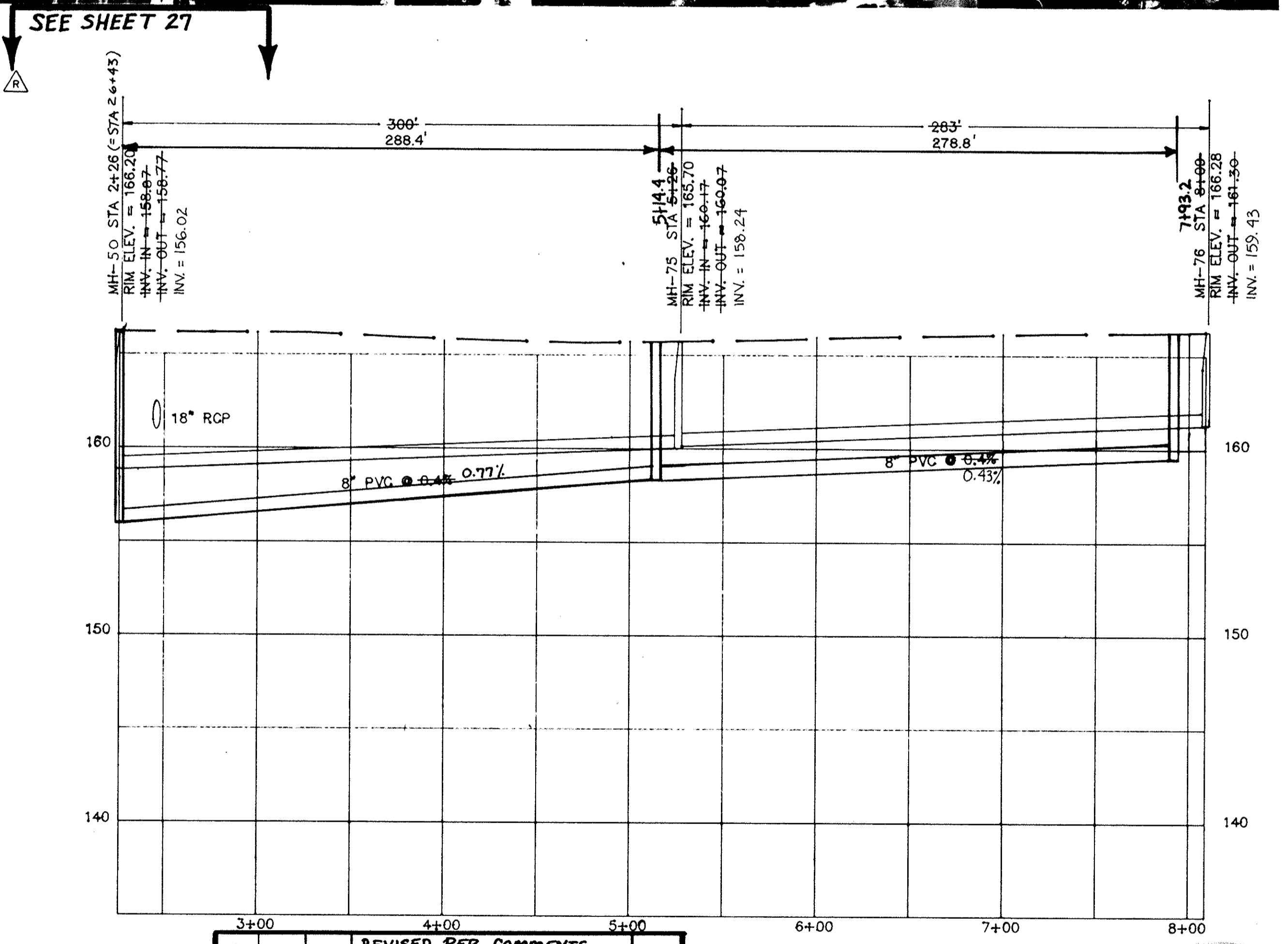
NOTE: ALL LOTS ON TMS 11116



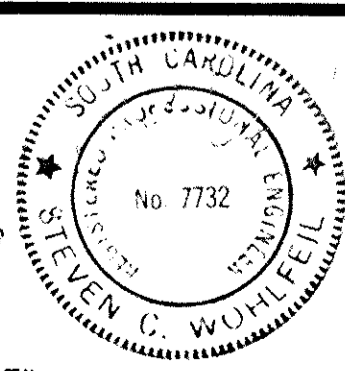
ABBOTT ROAD  
MH-49 TO MH-78



SEWER ALONG BLUFF RD.



REV.	DATE	BY	DESCRIPTION	APP.
8		TCW	REVISED PER COMMENTS	
7	5/15/95	TCW	RECORD DRAWING	
6	2/1/95	CEC	REVISED INV. & SLOPE	
5	11/9/94	CEC	ISSUED FOR BIDS	
4	7/3/91	MCM	ISSUED FOR BIDS	SLW
3	5/22/91	EJR	GENERAL REVISIONS	SLW
2	11/8/90	GLB	REV SLOPE FROM MH-77 TO MH-78	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



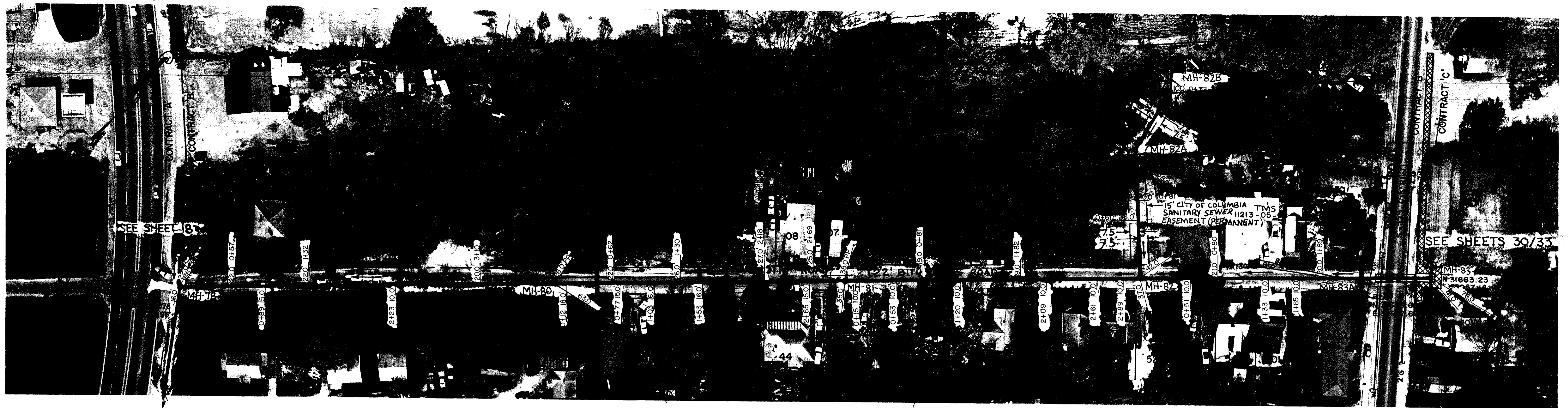
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
SIMMONS STREET, ABBOTT ROAD, BLUFF ROAD

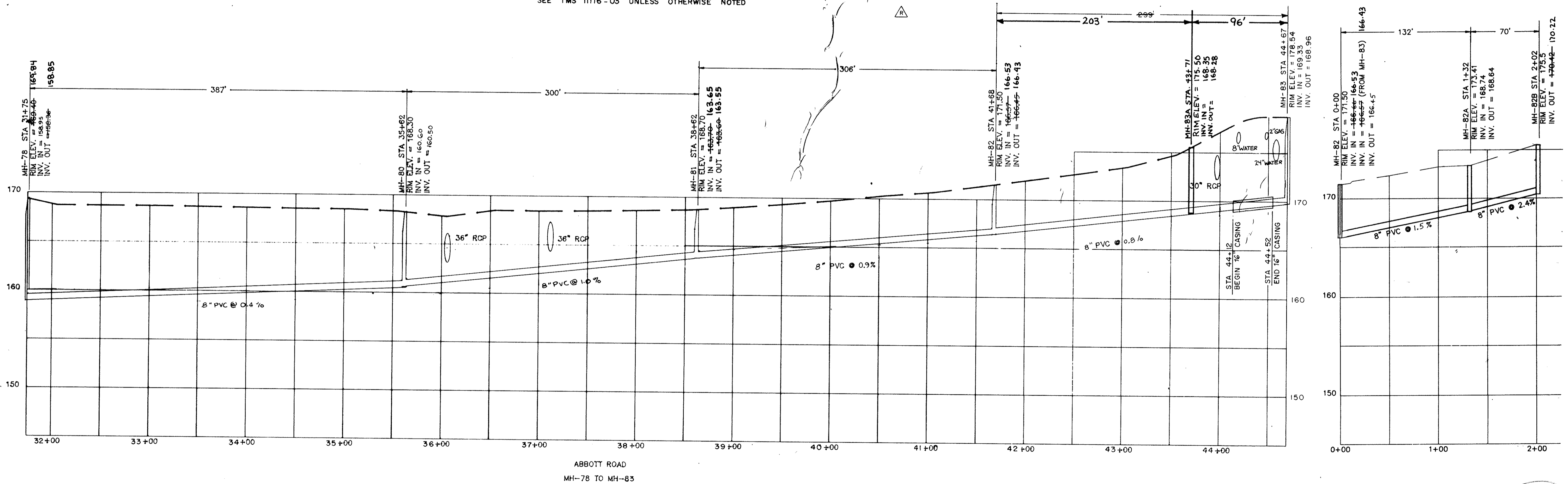
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/DAW  
SEV/MCM  
EJR/SLW  
GLB/SLW  
9/18/89  
NOV. 1"=50'  
VERT. 1"=5'  
SCALE  
88036-1B  
DATE  
FILE NO.

APPROVED



NOTE: LOTS ON SOUTH SIDE OF ABBOTT RD.  
SEE TMS 11116-03 UNLESS OTHERWISE NOTED



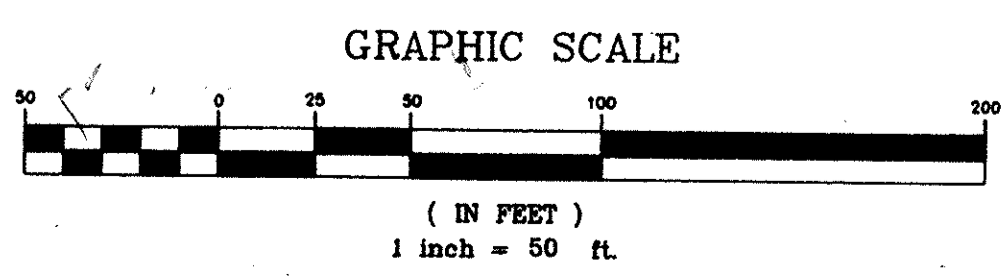
ABBOTT ROAD  
MH-78 TO MH-83

NEAR ABBOTT ROAD  
MH-82 TO MH-82B  
INSTALLED BY OTHERS

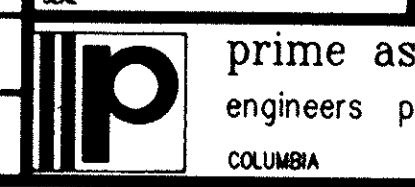
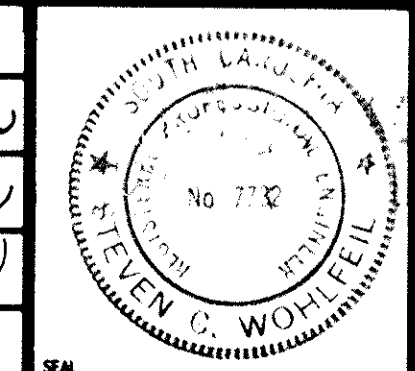
APPROVED

RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
ABBOTT ROAD

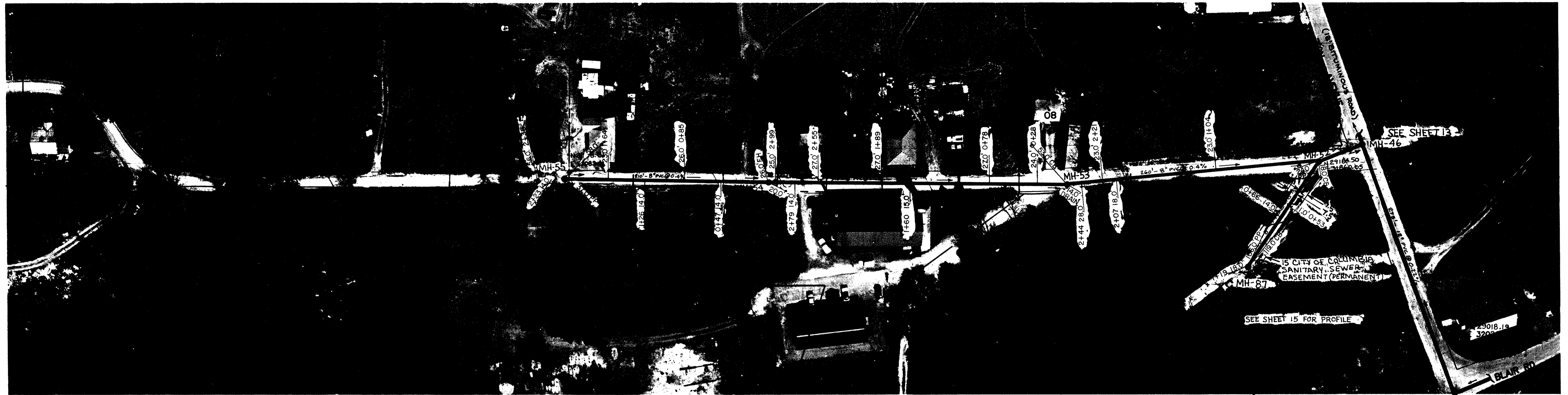


REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/9/94	CEC	REVISED ALIGNMENT FROM MH-78 TO MH-158	
3	5/22/91	MCM	REVISED INSETS AND SLOPES REVISED PIPE DIA. FROM MH-78 TO MH-83	slw
2	11/8/90	GLB	REV. SLOPE FROM MH-78 TO MH-80 REV. SLOPE FROM MH-80 TO MH-81	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	



prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

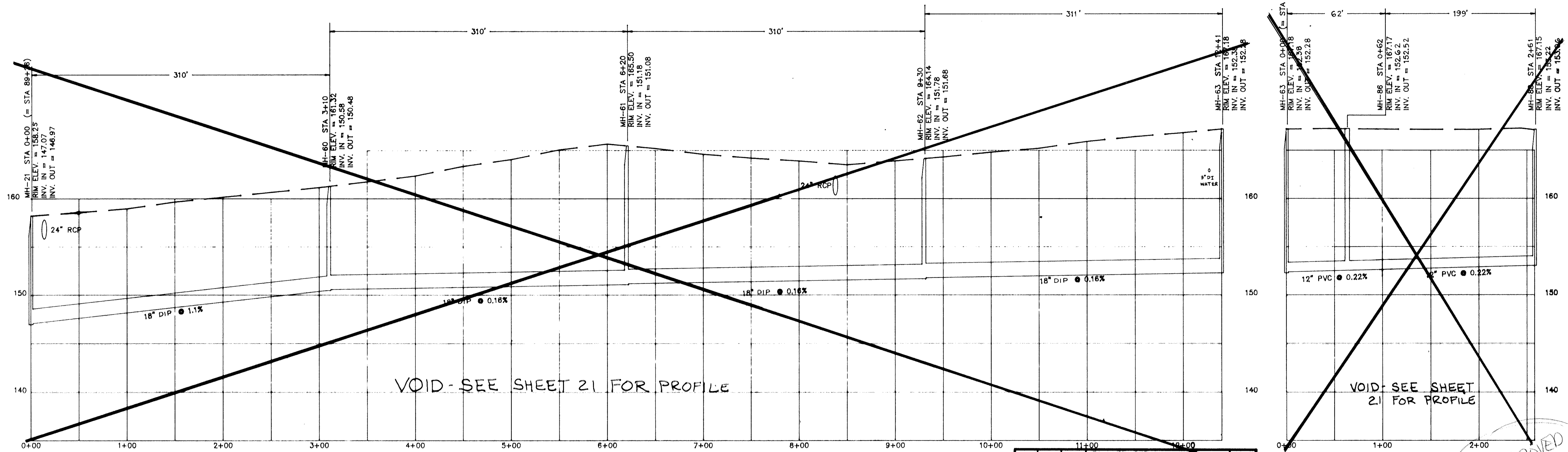
NO.	DATE	BY	DESCRIPTION
9/18/89 <td>NOV 1-50 <td>SEV <td>88036-19 </td></td></td>	NOV 1-50 <td>SEV <td>88036-19 </td></td>	SEV <td>88036-19 </td>	88036-19



NOTE: ALL LOTS LOCATED ON TMS 11115-07 UNLESS OTHERWISE NOTED

NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.

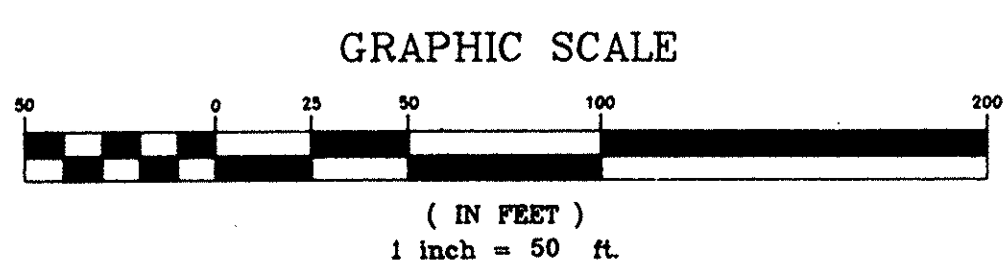
SEE SHEET 22 MH-88  
N 28952.88  
E 32014.28



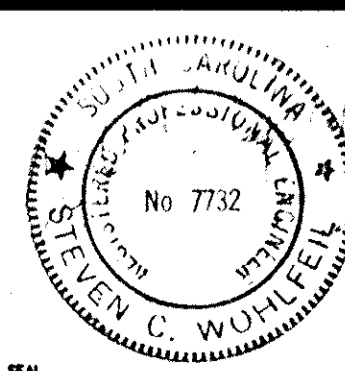
VOID - SEE SHEET 21 FOR PROFILE

VOID: SEE SHEET 21 FOR PROFILE

BARNES STREET  
MH-21 TO MH-63



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/5/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-66	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
BARNES STREET & ZION AVENUE

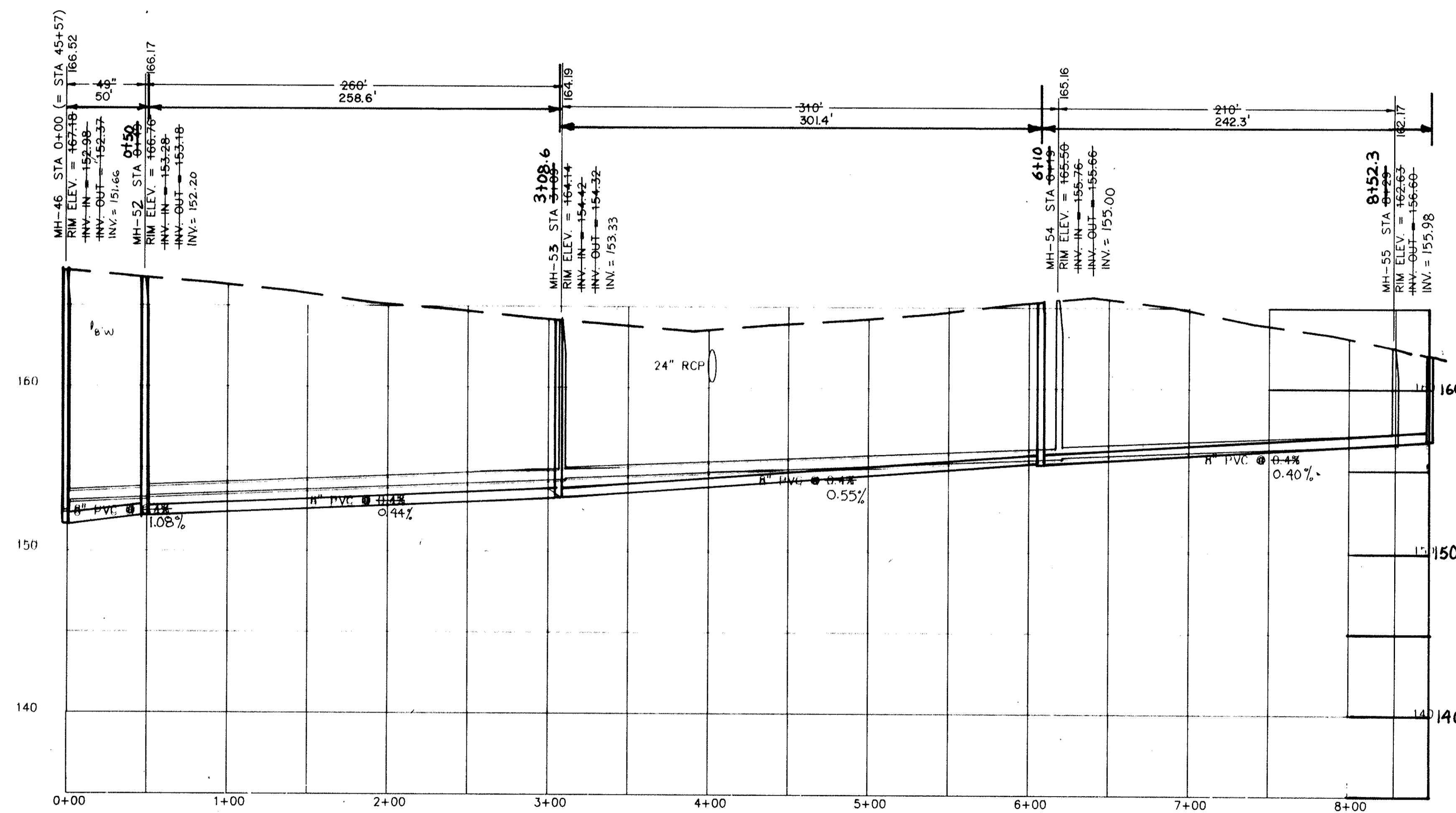
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DATE	9/18/91	SCALE	1"=50'
DRAWN	TCW	CHECKED	TCW
PROJECT NO.	88036-20	SHEET NO.	20

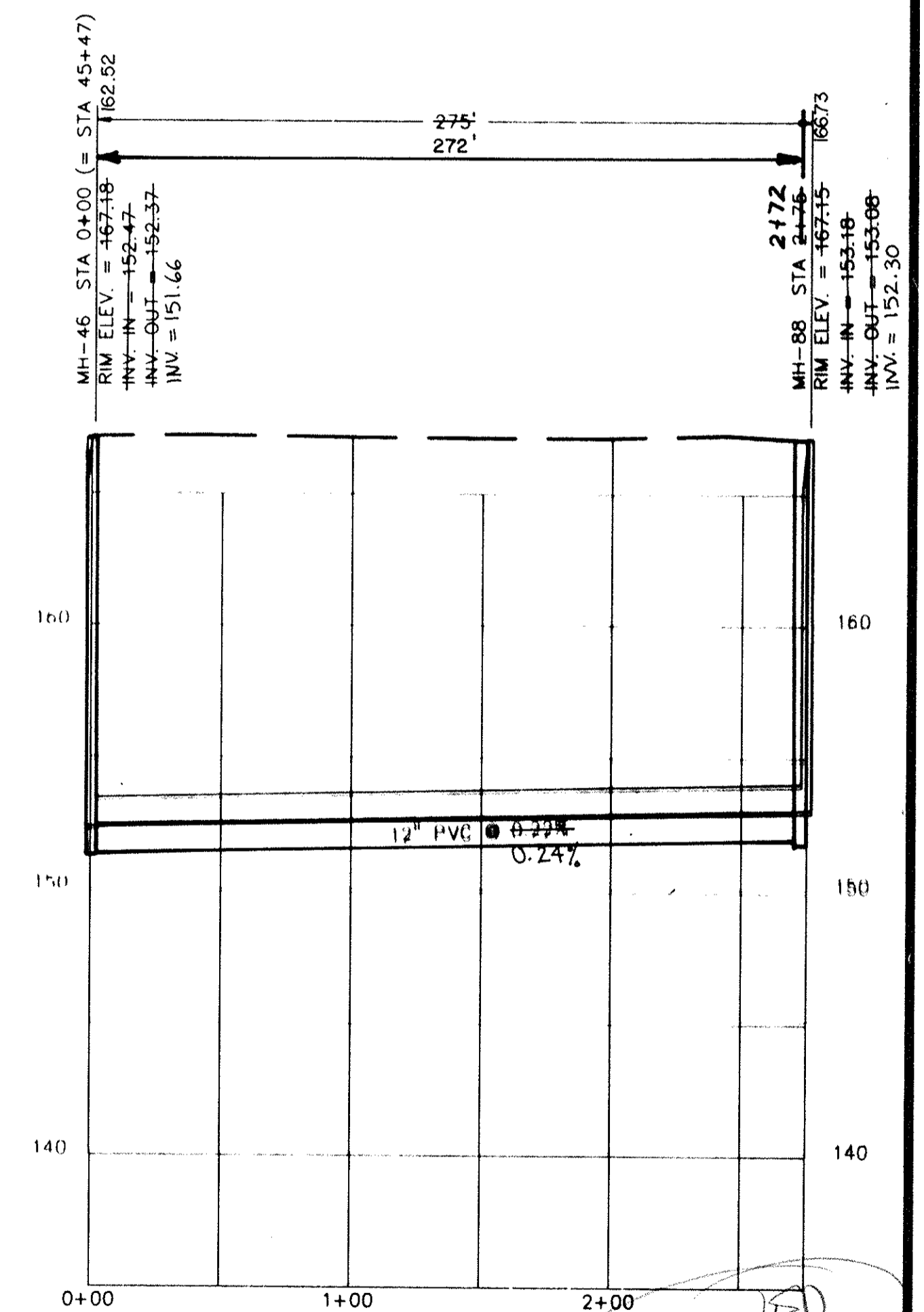
APPROVED



SEE SHEET 20 FOR PLAN VIEW

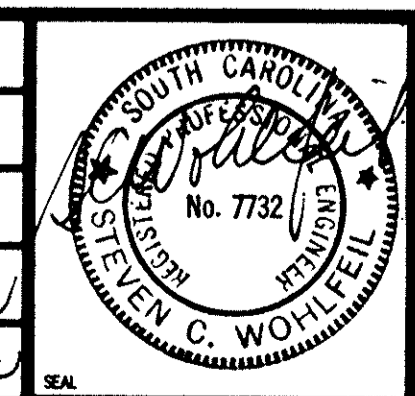


BARNES STREET  
MH-46 TO MH-55



APPROVED

3	TCW	REVISED PER COMMENTS	
2	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS
0	5/27/91	EJR	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PROFILES  
BARNES STREET & ZION AVENUE

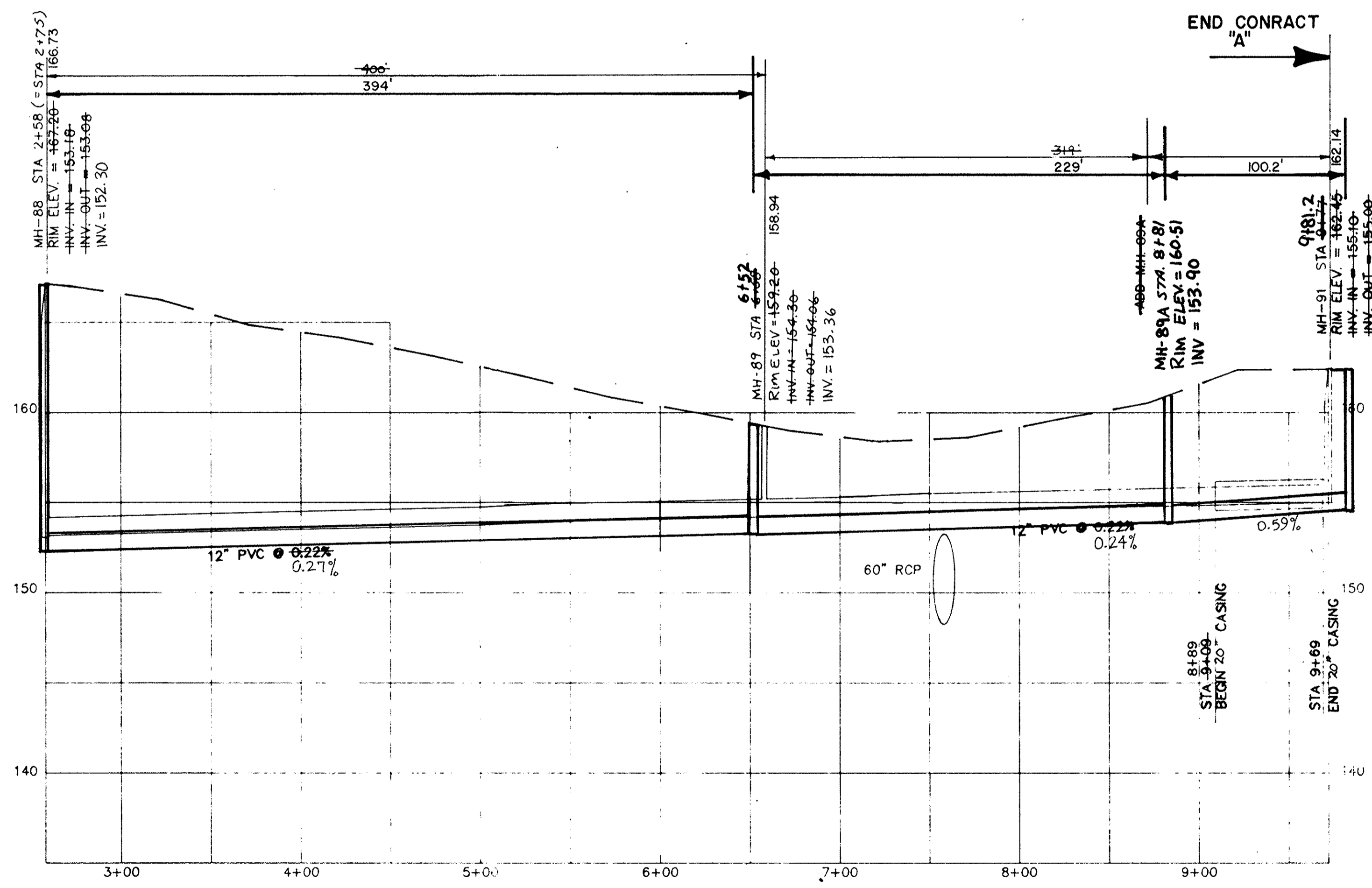
**P** prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DATE: 5/22/91  
SCALE: 1"=40'

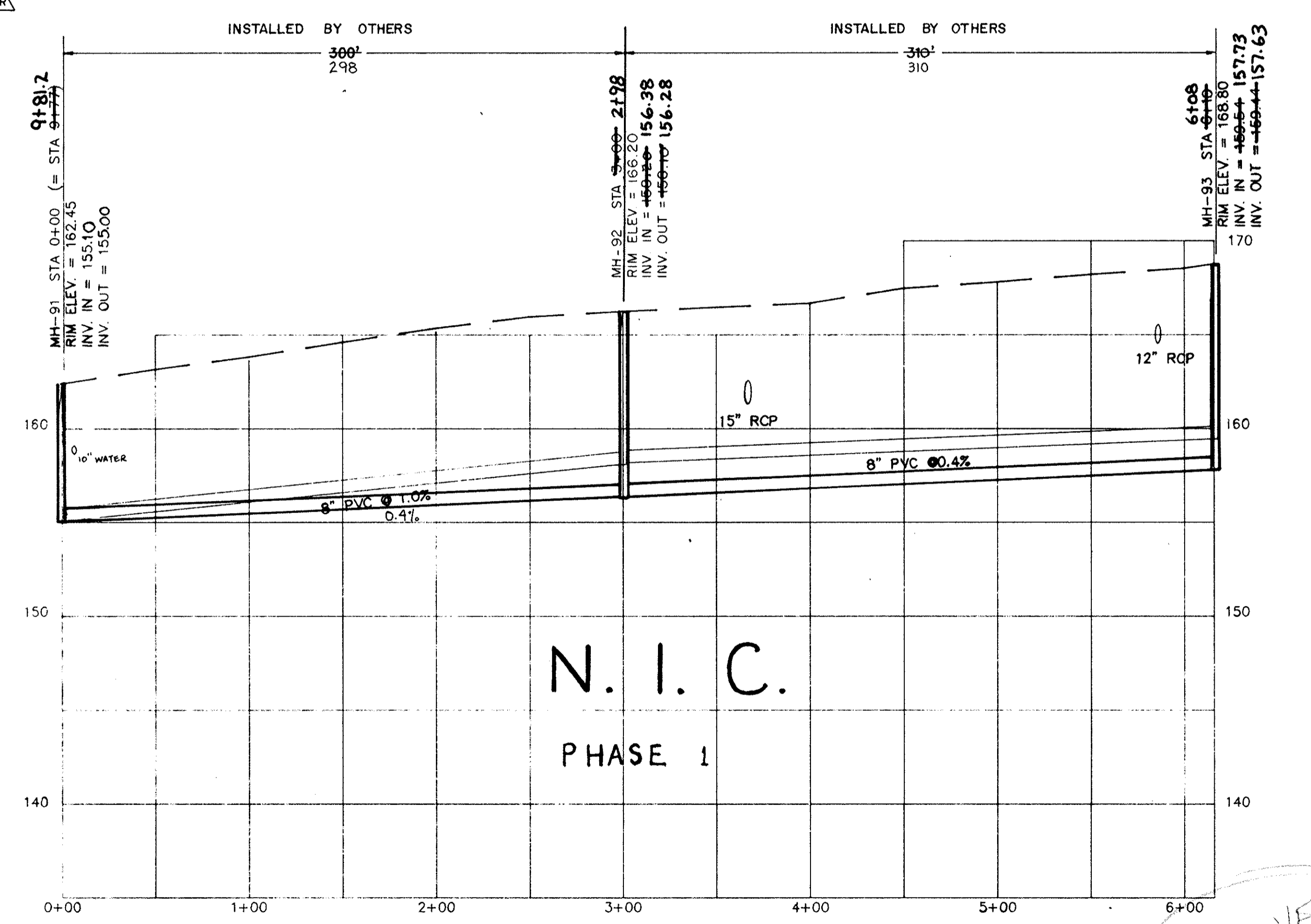
88036-21



NOTE: ALL LOTS SEE TMS 1115-04  
UNLESS OTHERWISE NOTED

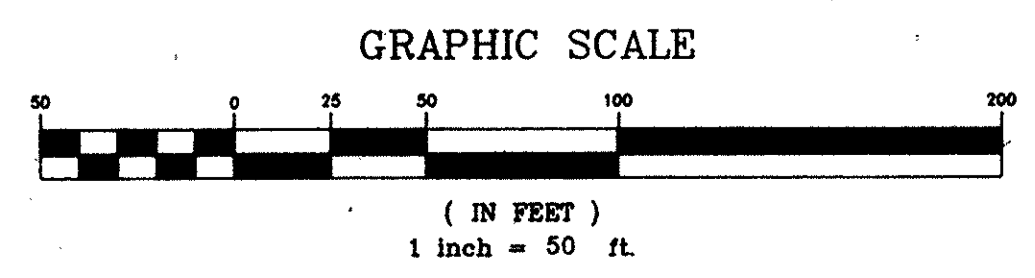


BLAIR ROAD  
MH-88 TO MH-91

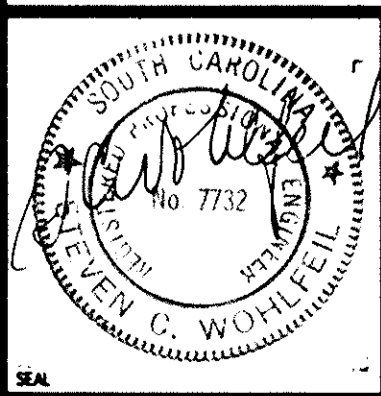


N. I. C.  
PHASE 1

BLAIR ROAD MH-91 TO MH-93



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/96	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	9/23/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SCW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
BLAIR ROAD

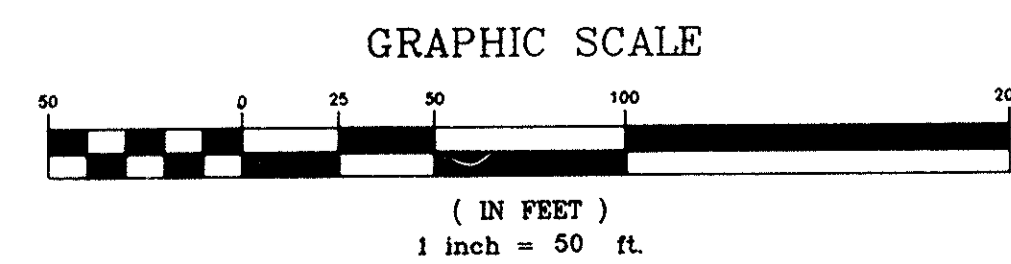
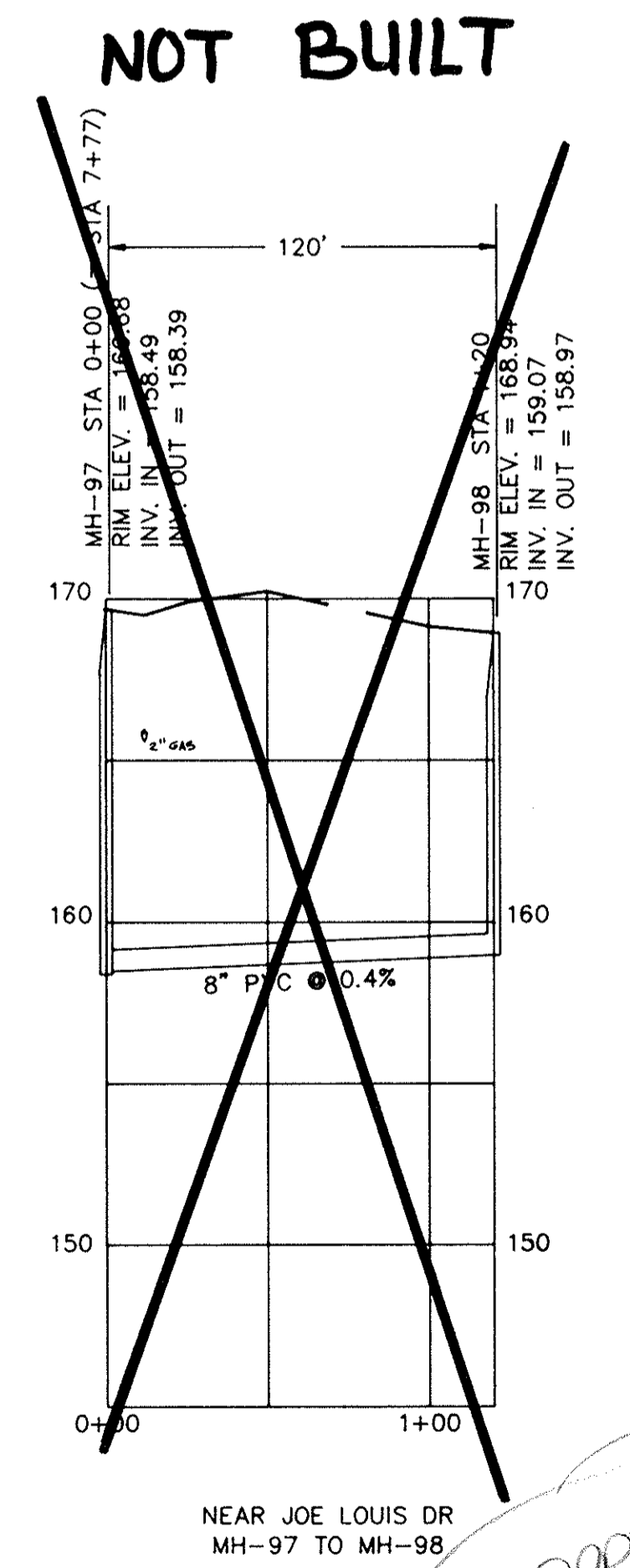
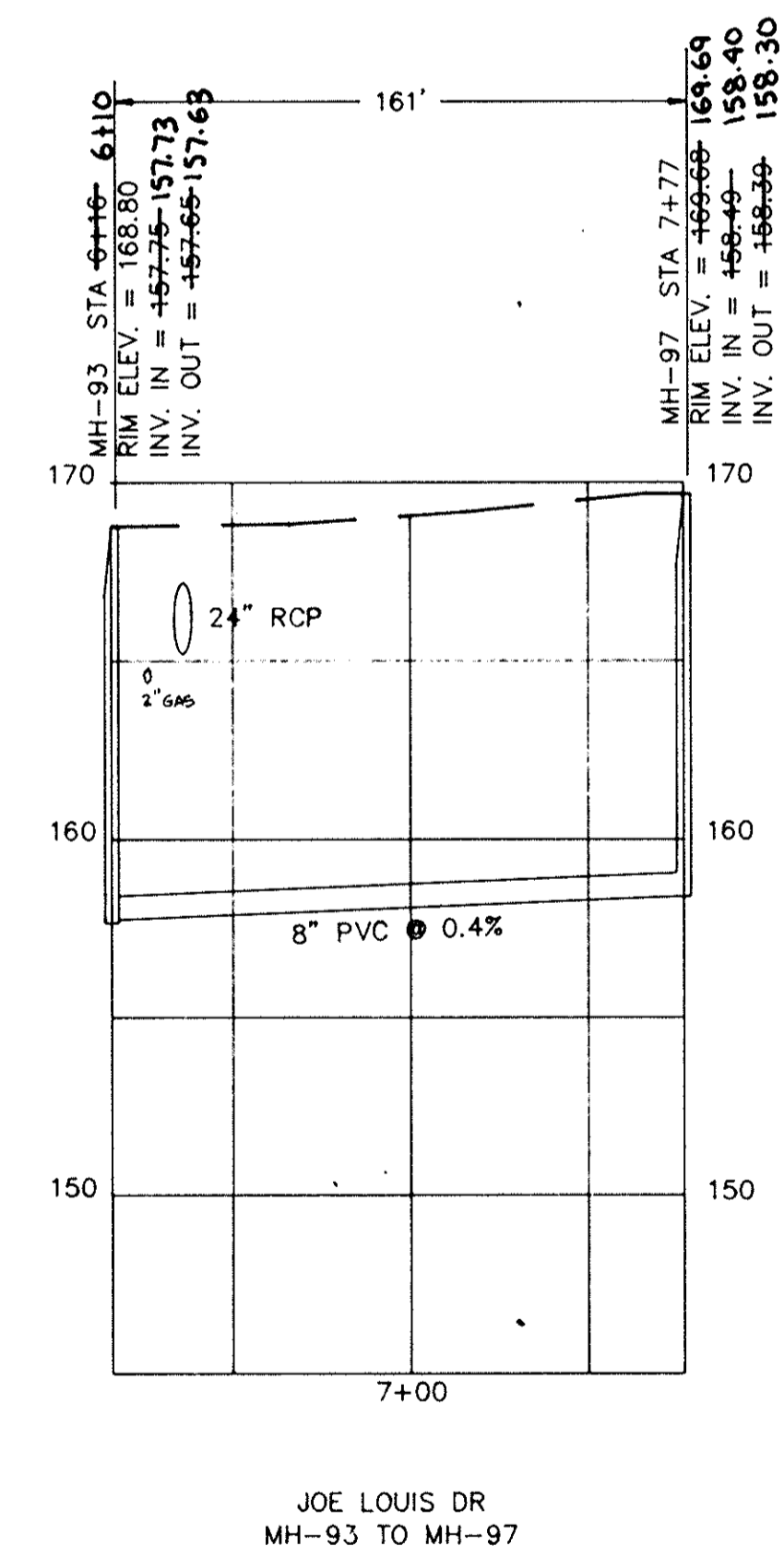
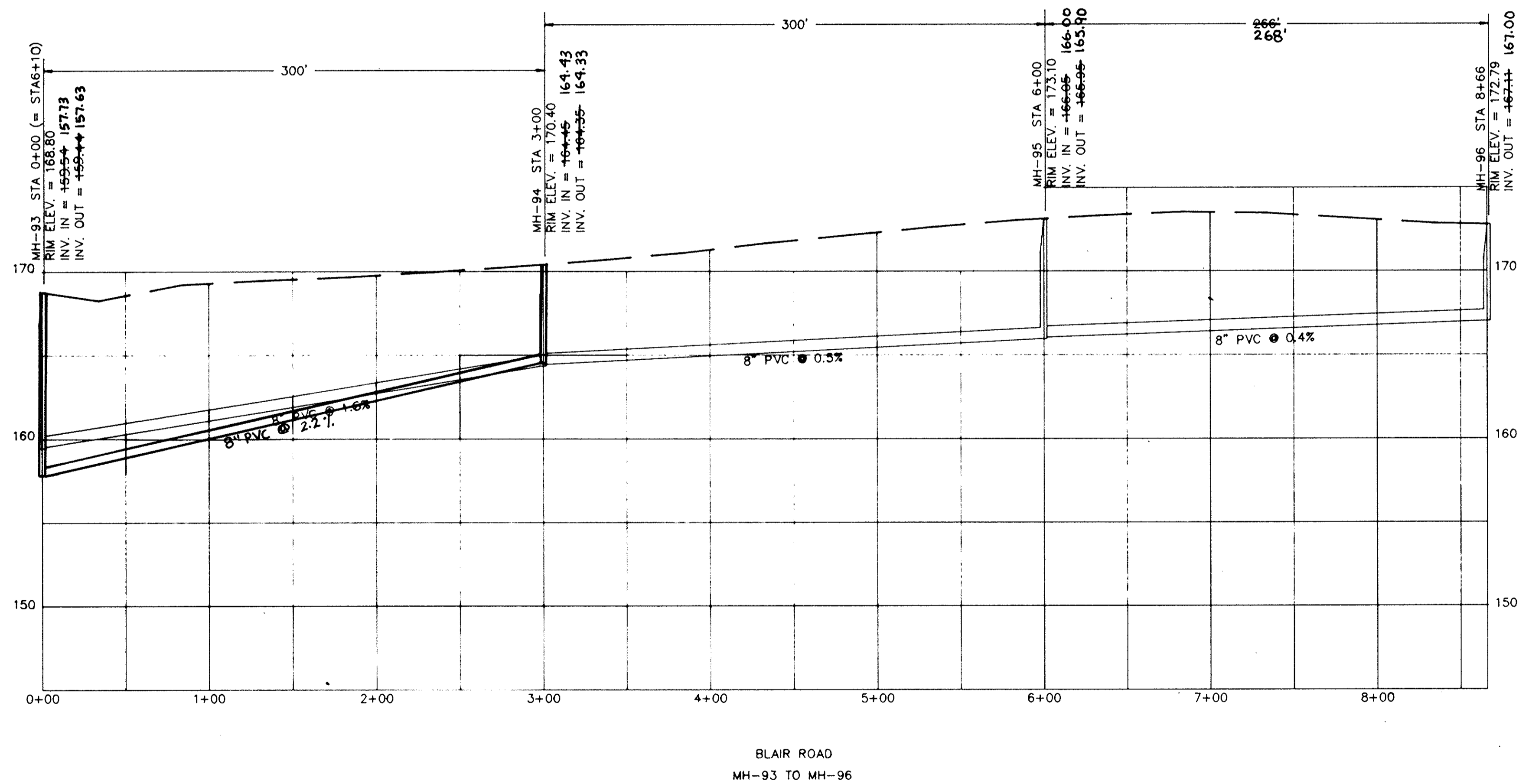
prime associates, inc.  
engineers planners surveyors

9/18/89  
88036-22

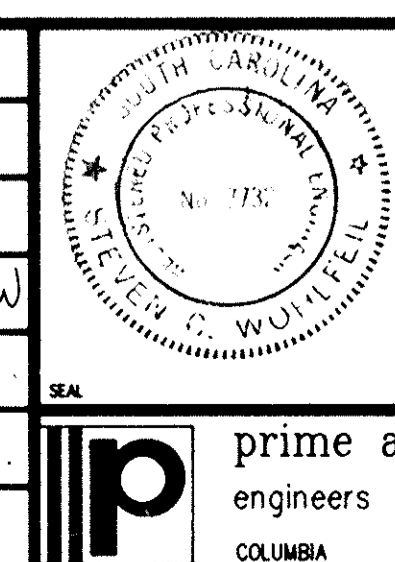
APPROVED



NOTE: ALL LOTS LOCATED ON TMS 13604 EXCEPT WHERE OTHERWISE NOTED.



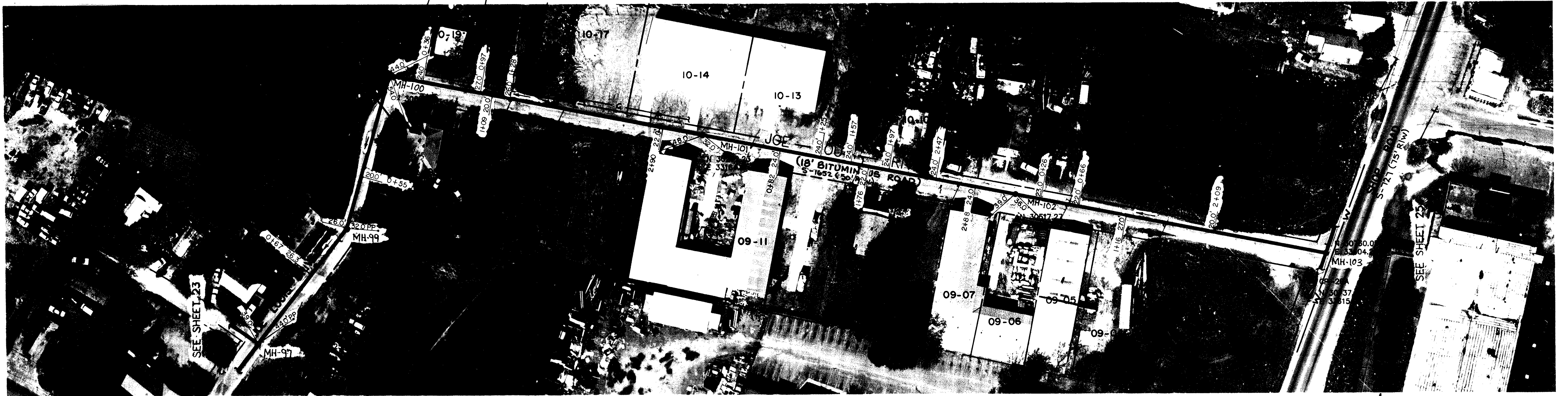
REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/18/89	SEV	ISSUED FOR APPROVAL	
REVISION				



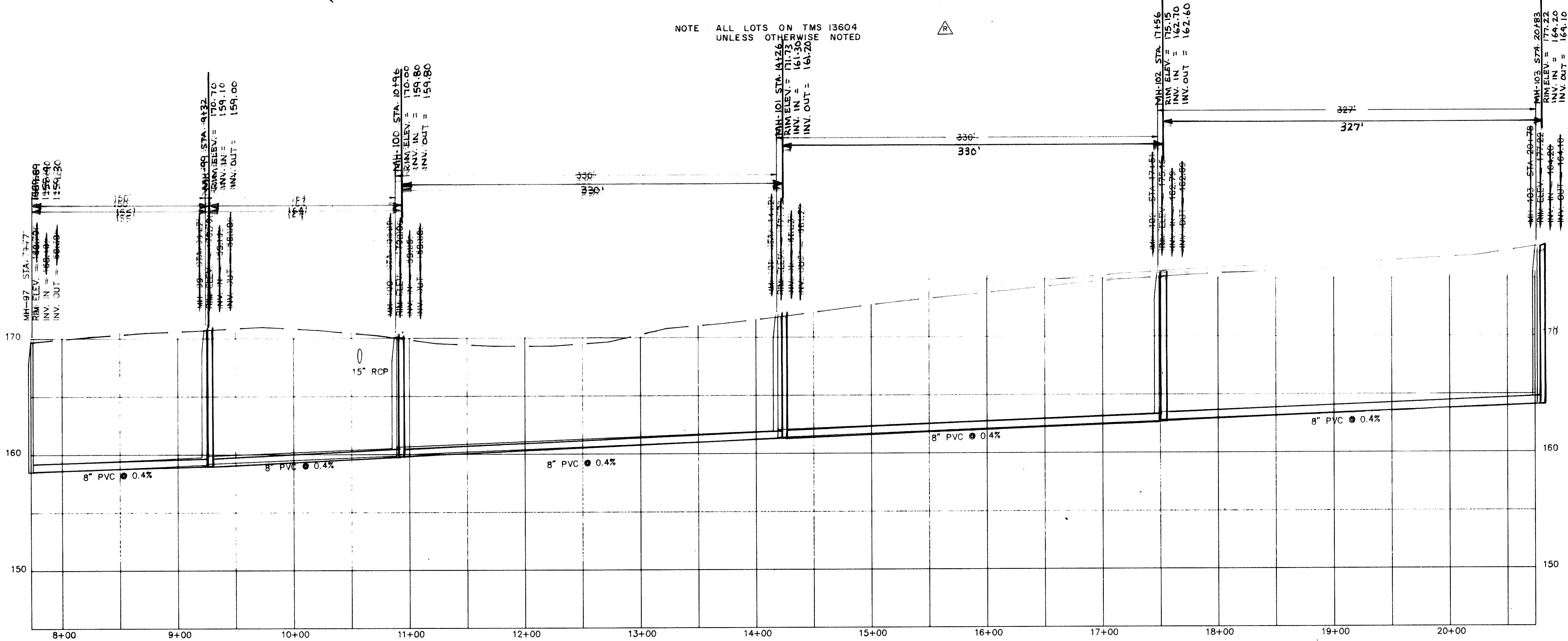
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
BLAIR ROAD

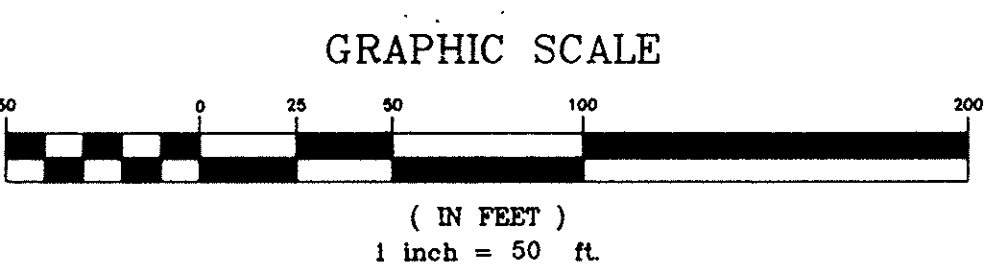
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	88036-23 9/18/89 DATE	88036-23 9/18/89 DATE	88036-23 9/18/89 DATE
---	-----------------------------	-----------------------------	-----------------------------



NOTE ALL LOTS ON TMS 13604  
UNLESS OTHERWISE NOTED

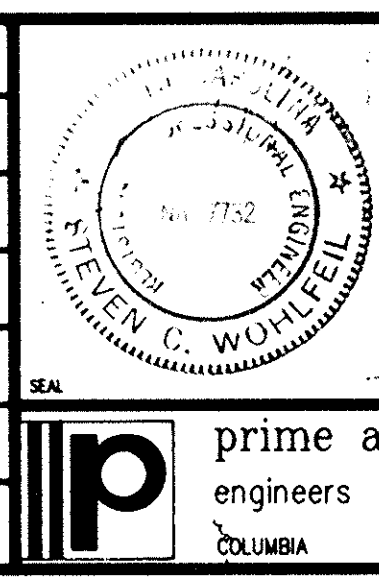


JOE LOUIS DRIVE  
MH-97 TO MH-103



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
1	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLS	ISSUED FOR APPROVAL	SW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
JOE LOUIS DRIVE

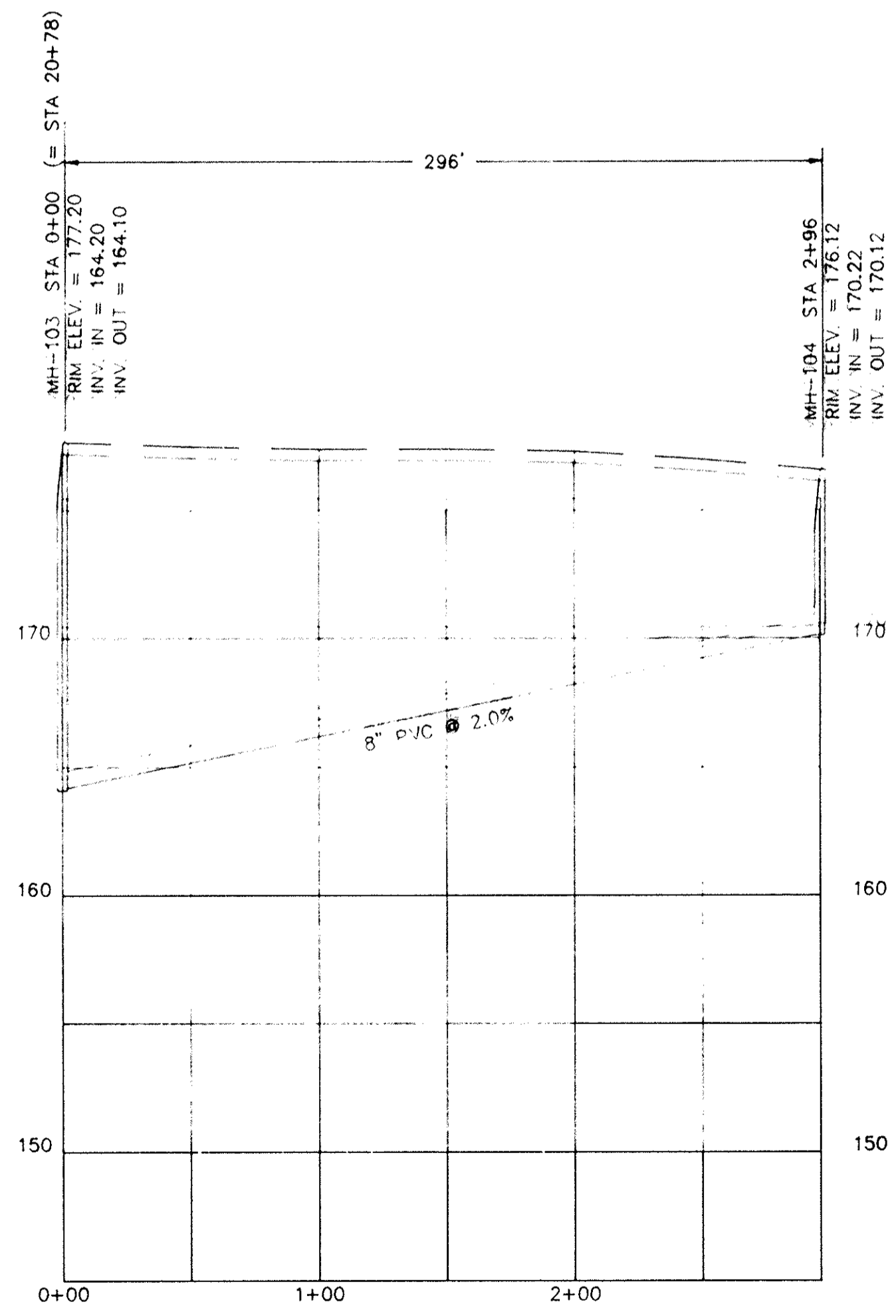
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DATE: 9/18/89  
SCALE: HORIZ 1"=50'  
VERT 1"=5'

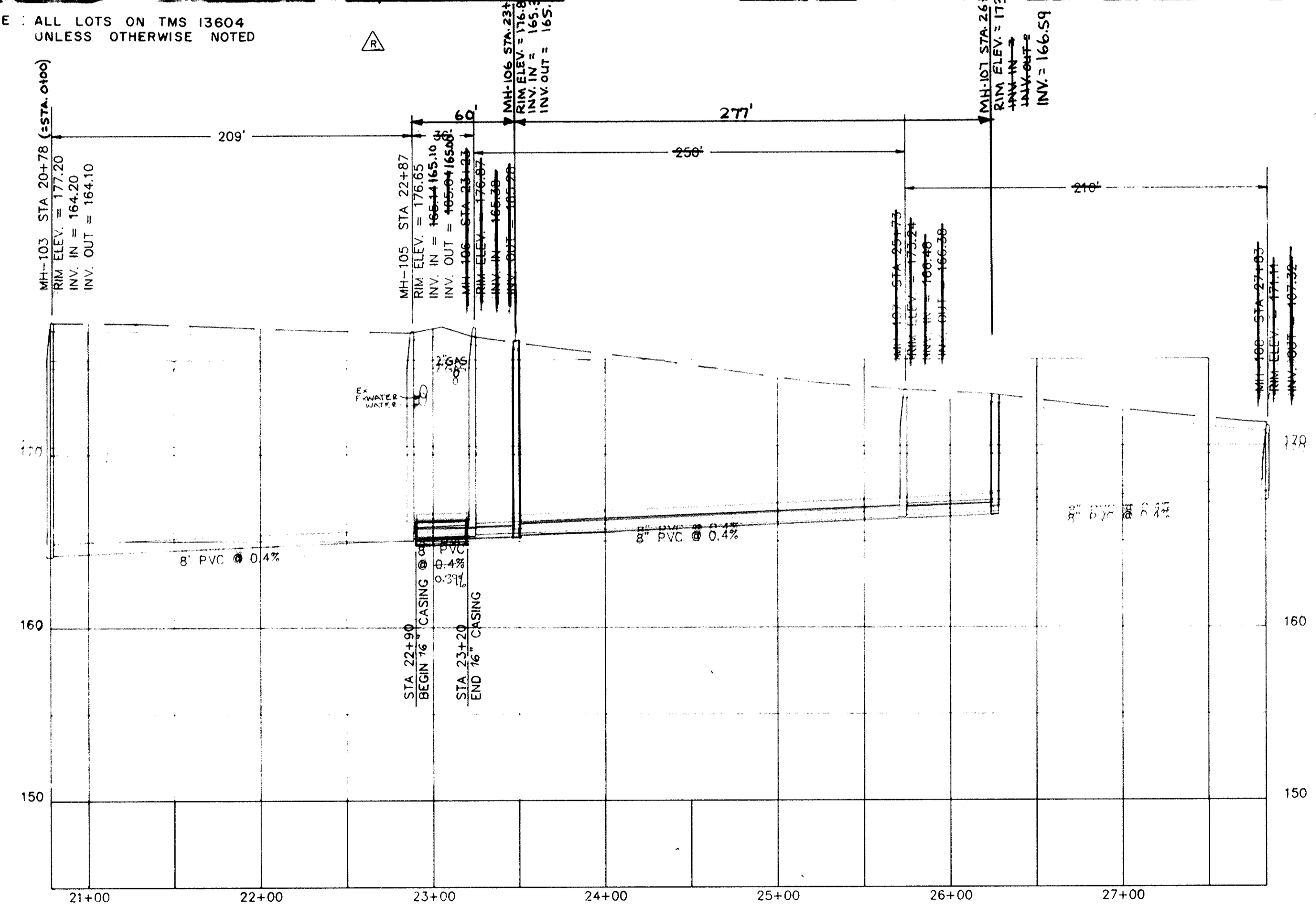
88036-24



NOTE: ALL LOTS ON TMS 13604 UNLESS OTHERWISE NOTED

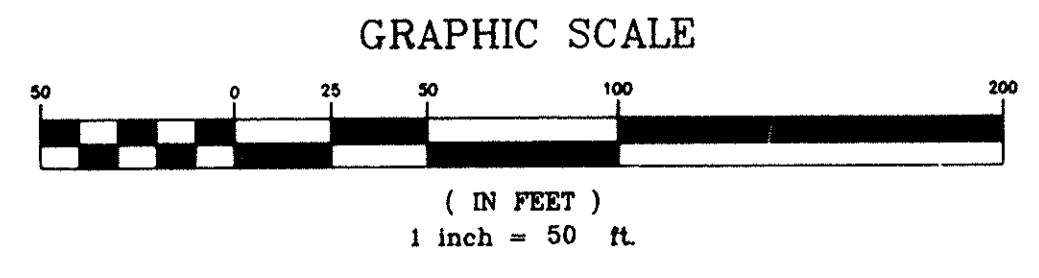


SHOP ROAD  
MH-103 TO MH-104

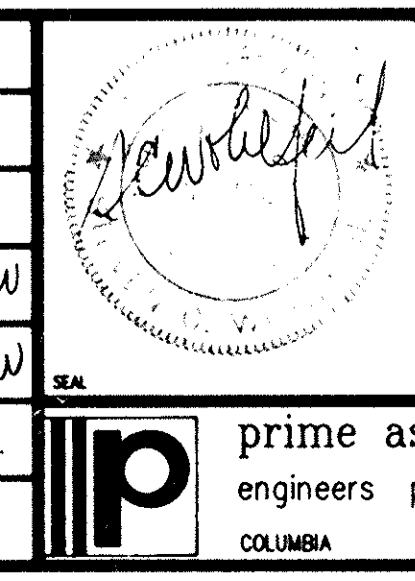


SHOP ROAD  
MH-103 TO MH-108

APPROVED



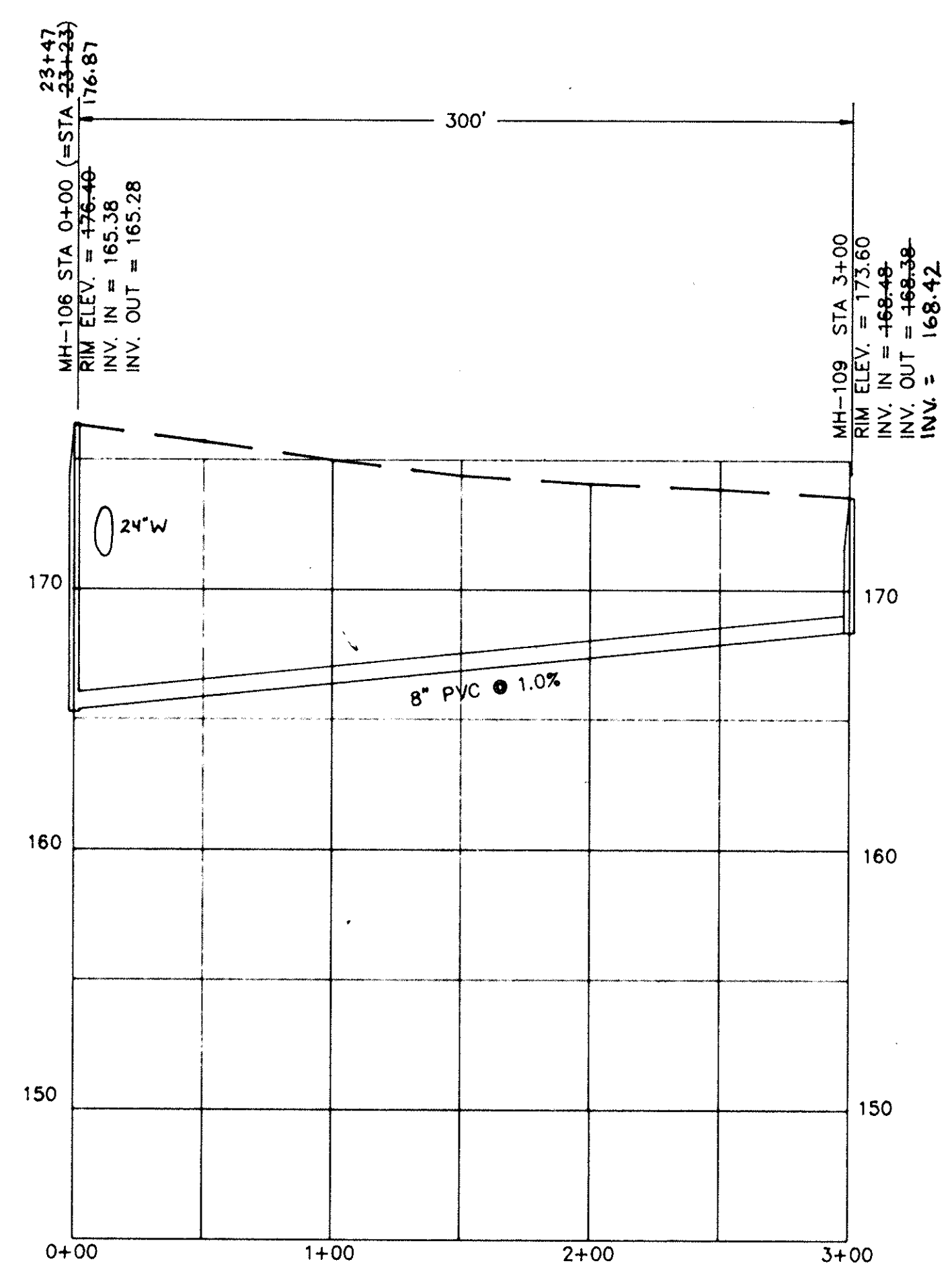
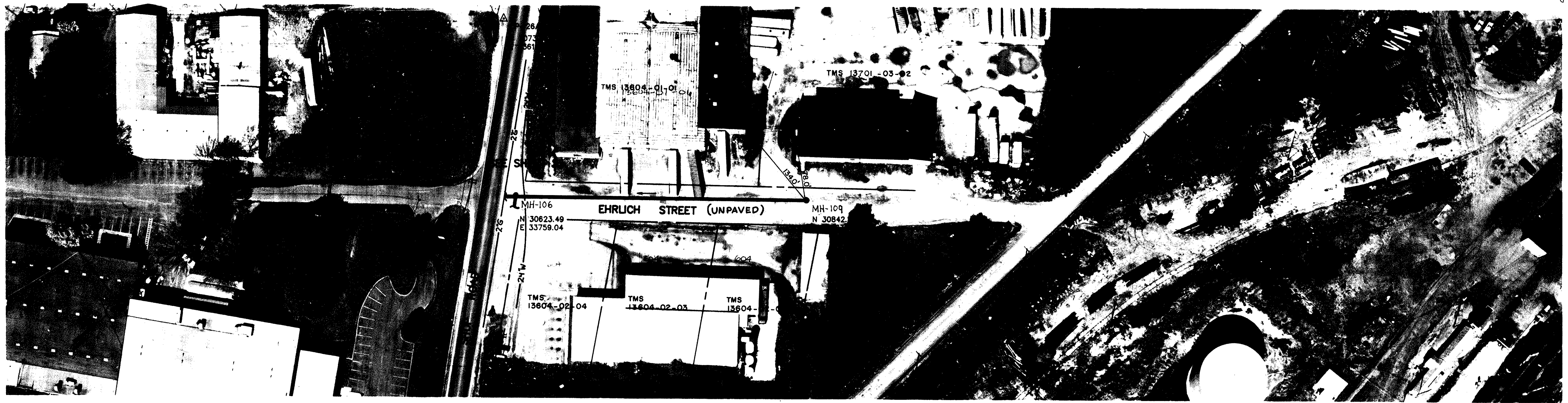
3	TCW	REVISED PER COMMENTS	
1	6/18/90	GLB	ISSUED FOR APPROVAL
0	9/18/89	SEV	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			



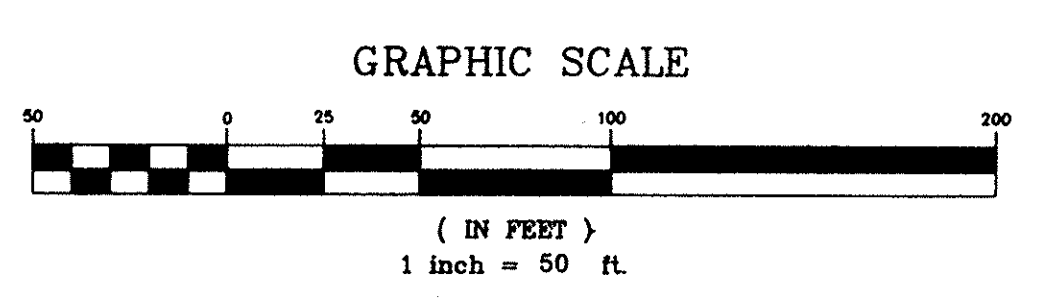
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
SHOP ROAD

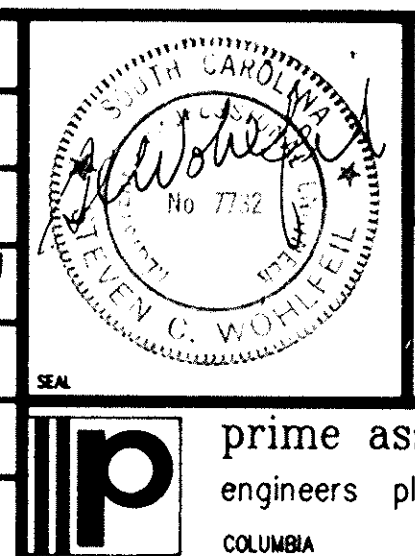
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	DATE: 9/18/89	SCALE: 1"=50'	DECK: 88036-25	AT&P: SW	BY: [Signature]
---	---------------	---------------	----------------	----------	-----------------



EHRlich STREET  
MH-106 TO MH-109



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
△	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	3/18/89	SEV	ISSUED FOR APPROVAL	SW



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

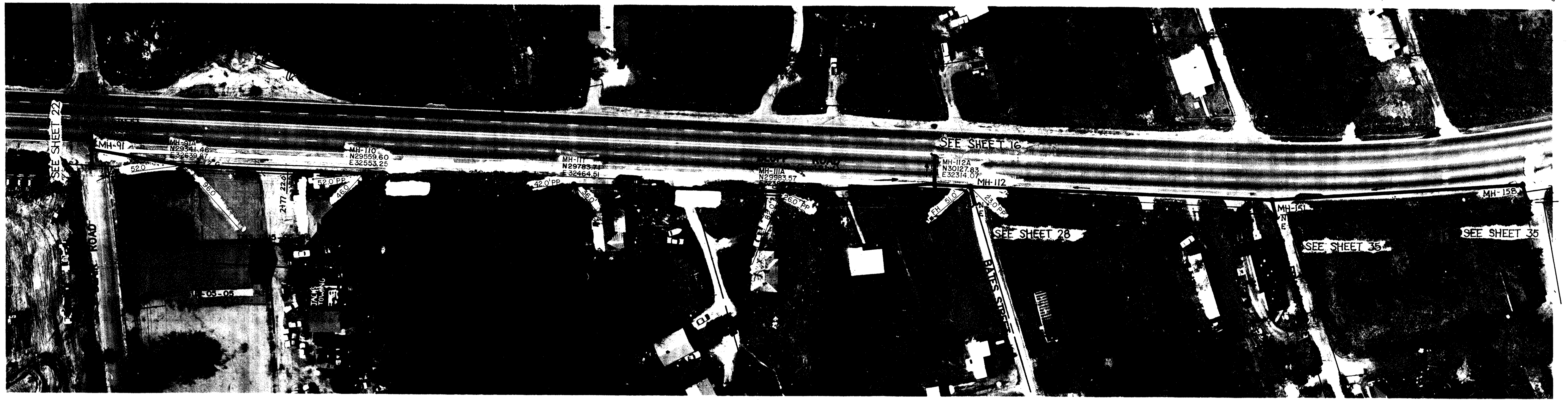
SEWER PLAN & PROFILE  
EHRlich STREET

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

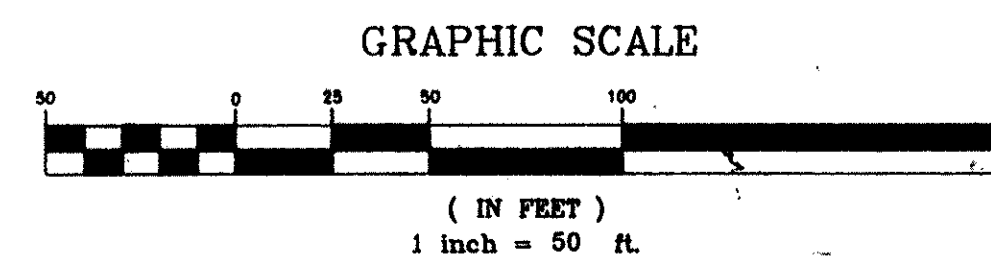
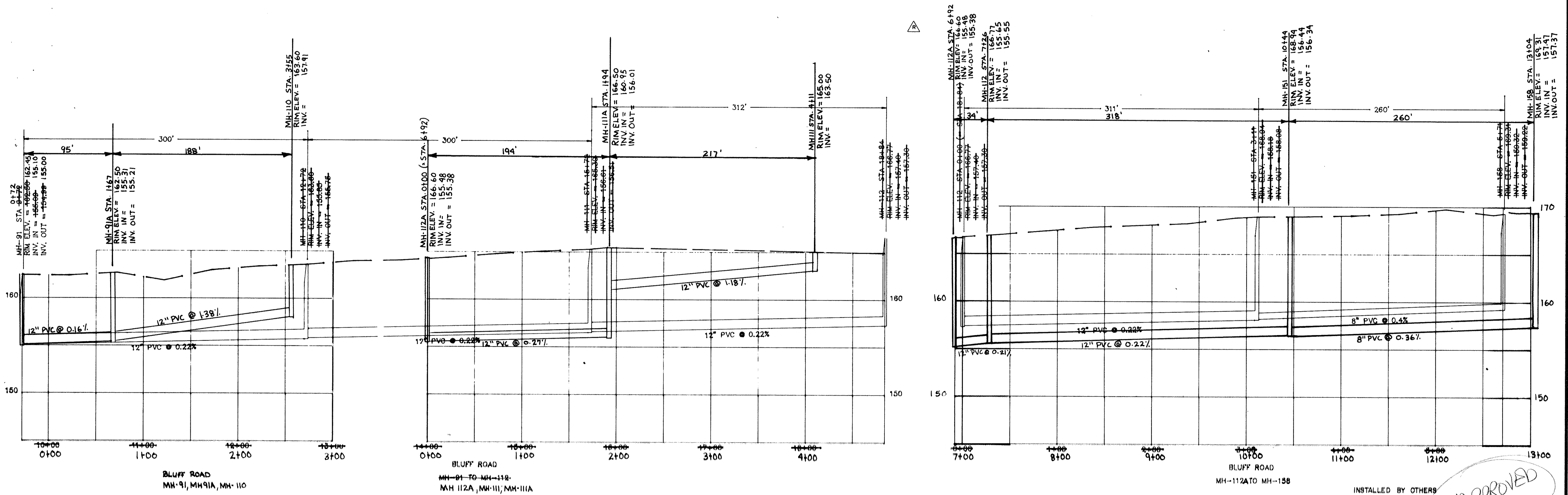
DATE: 9/18/89  
SCALE: HORIZ 1"=50'  
VERT 1"=5'

NO. 88036-2 G

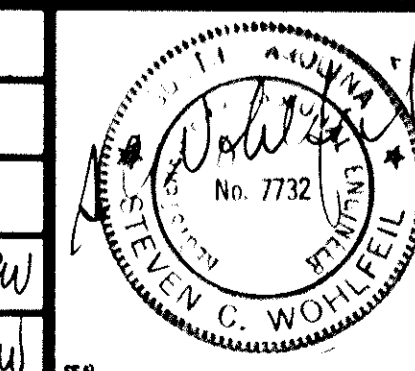
APPROVED



NOTE: SEE TMS 11116-04  
UNLESS OTHERWISE NOTED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	8/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED ALIGNMENT ALONG BLUFF RD. ADDED BORE AT MH-112A, CHANGED $\phi$	
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>GLB</i>
0	9/18/89	SEV	ISSUED FOR APPROVAL	<i>SEV</i>



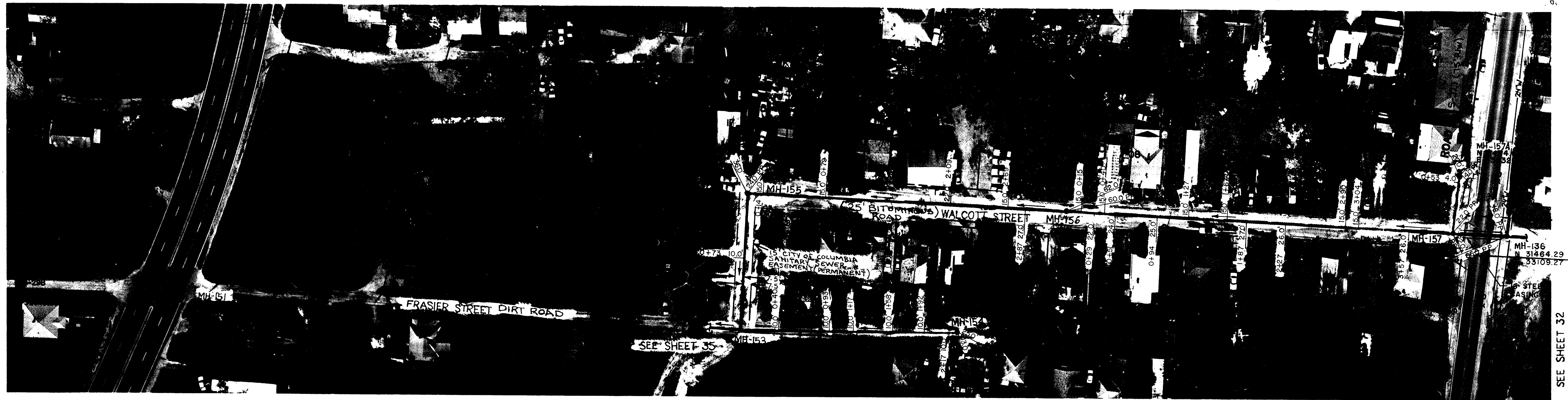
RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
BLUFF ROAD

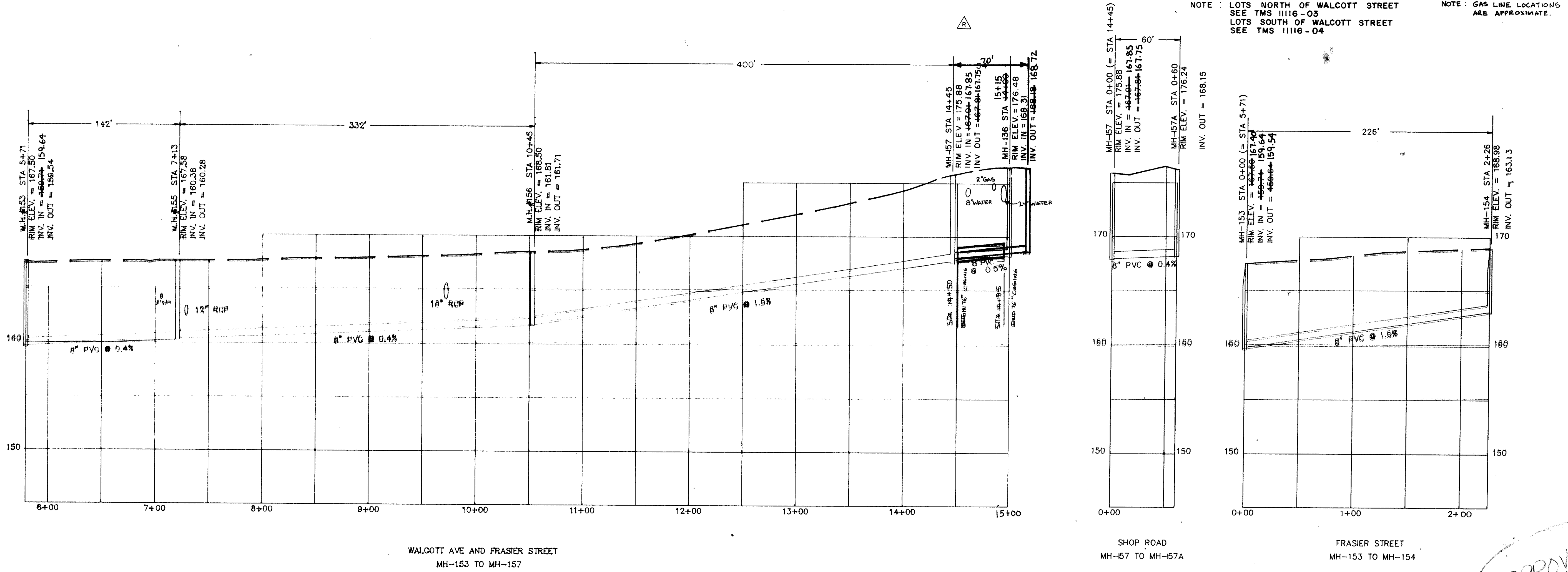
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MOM/CAO	REV/MCM	SCW	ATRF	RETRD
9/18/89				

APPROVED



SEE SHEET 32



NOTE: LOTS NORTH OF WALCOTT STREET SEE TMS 11116-03 LOTS SOUTH OF WALCOTT STREET SEE TMS 11116-04

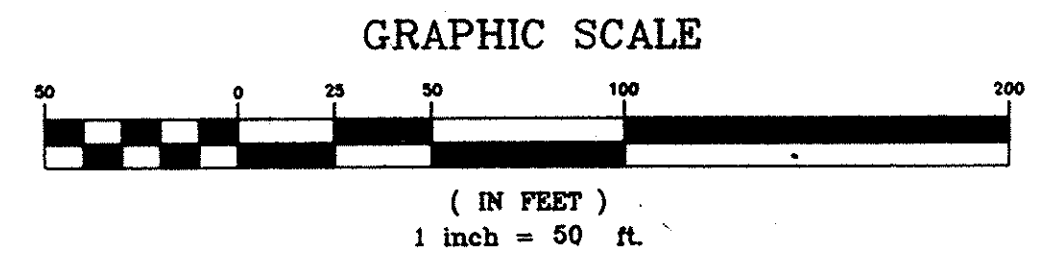
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.

WALCOTT AVE AND FRASIER STREET  
MH-153 TO MH-157

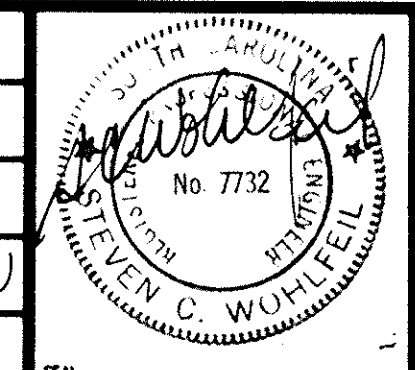
SHOP ROAD  
MH-157 TO MH-157A

FRASIER STREET  
MH-153 TO MH-154

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/16/90	GLB	ISSUED FOR APPROVAL	
0	7/18/88	SEV	ISSUED FOR APPROVAL	

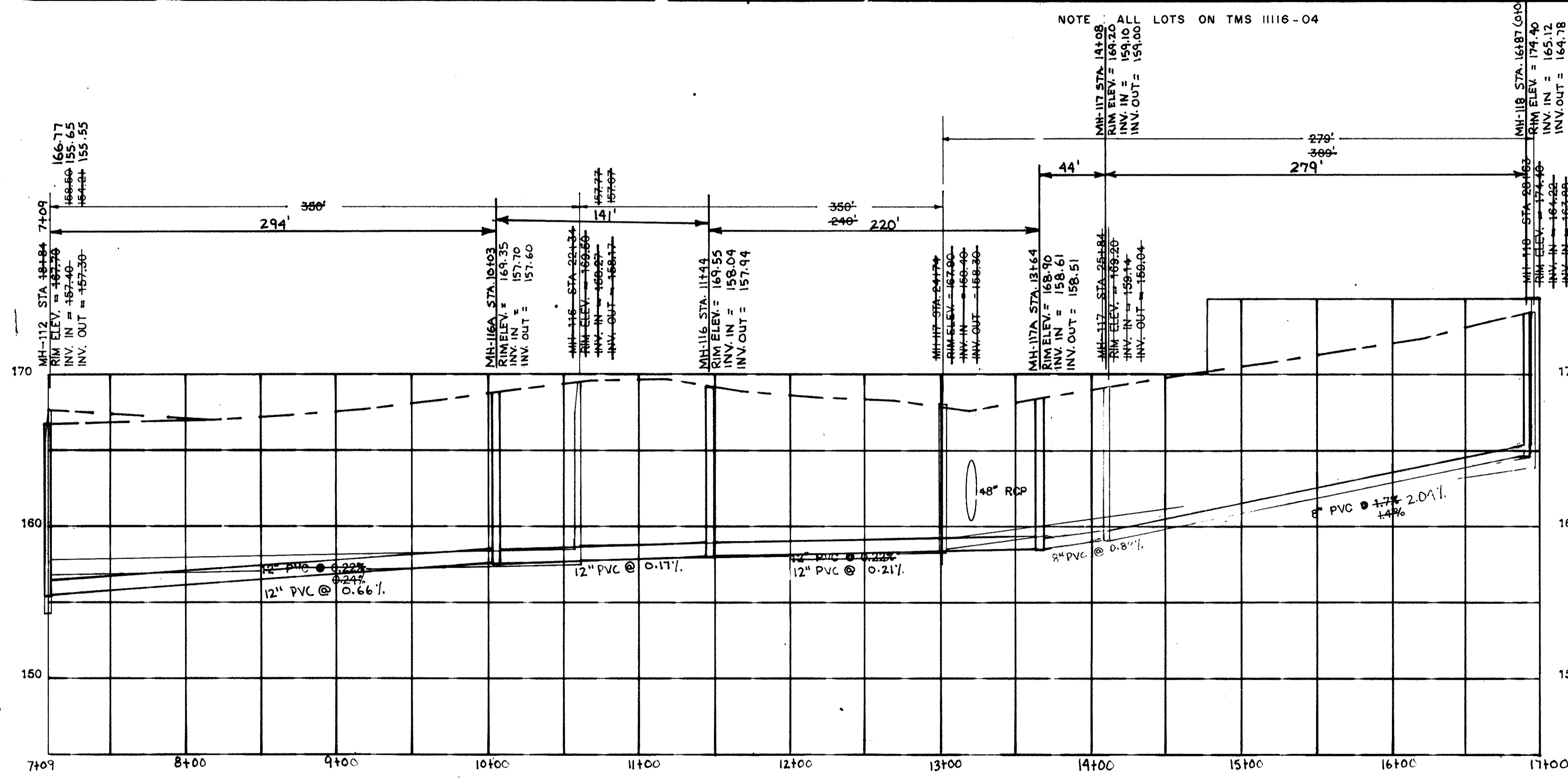


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

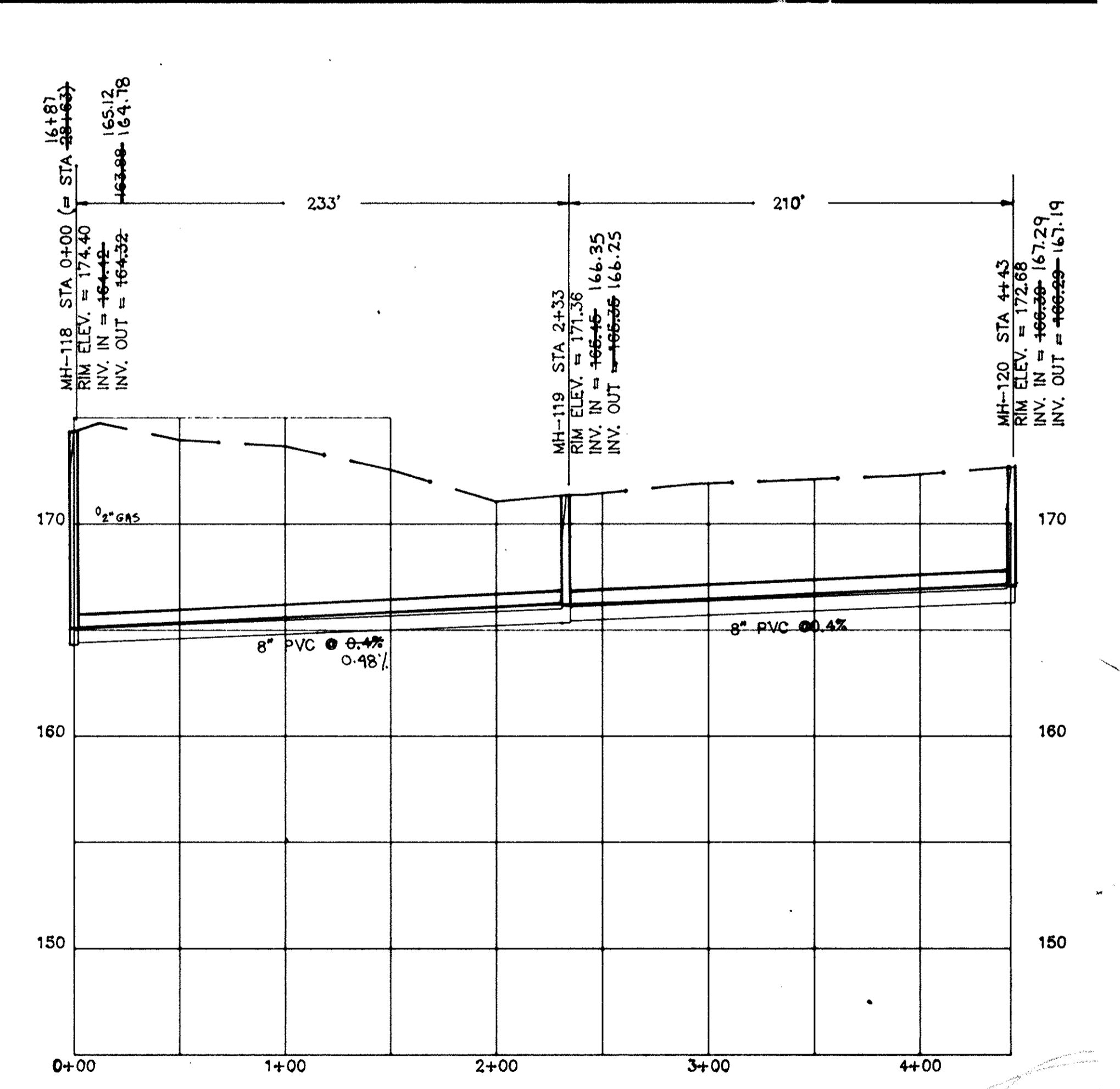
SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA	MCA/CAO 1/18/89	SEV/MCH 1/18/89	SCW 88036-56	ATRZ 1/18/89	RETRD 1/18/89
---	--------------------	--------------------	-----------------	-----------------	------------------





BATES STREET  
MH-112 TO MH-118



OFF BATES STREET  
MH-118 TO MH-120  
INSTALLED BY OTHERS

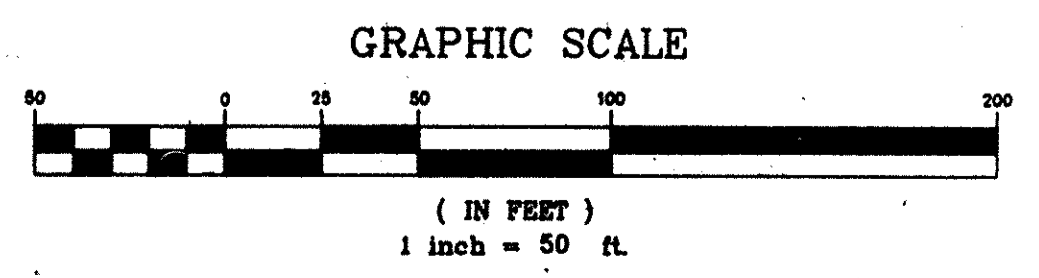
NOTE ALL LOTS ON TMS 11116-04

MH-112 STA. 14+84  
RIM ELEV. = 166.37  
INV. IN = 155.65  
INV. OUT = 155.55

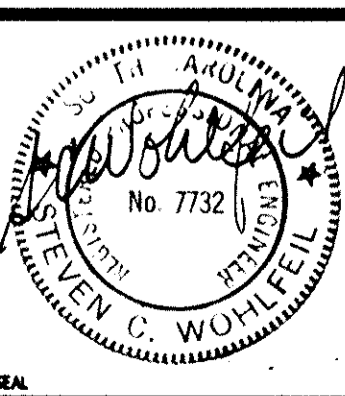
MH-116 STA. 20+24  
RIM ELEV. = 167.77  
INV. IN = 166.67  
INV. OUT = 166.47

MH-117 STA. 25+84  
RIM ELEV. = 169.20  
INV. IN = 159.10  
INV. OUT = 159.00

MH-118 STA. 16+87  
RIM ELEV. = 174.40  
INV. IN = 165.12  
INV. OUT = 164.78



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	12/5/95	CEC	REVISED LOCATION, INV. & SIZE MH-112 TO 118	
2	11/9/95	CEC	REVISED INV. MH-112	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



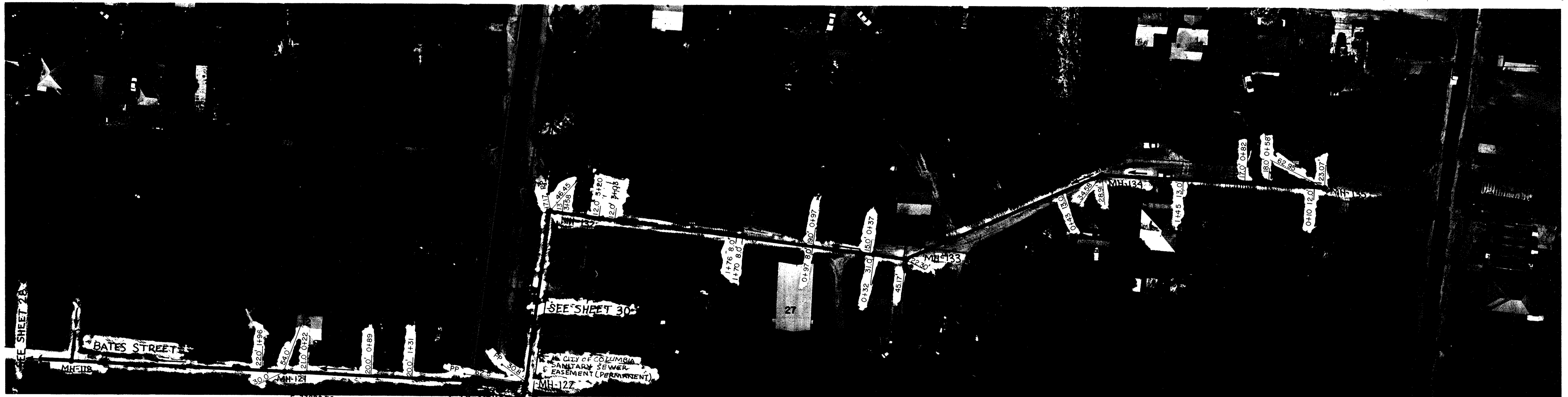
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
BATES STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

88036-28  
DATE 9/18/95  
SCALE 1"=50'

APPROVED

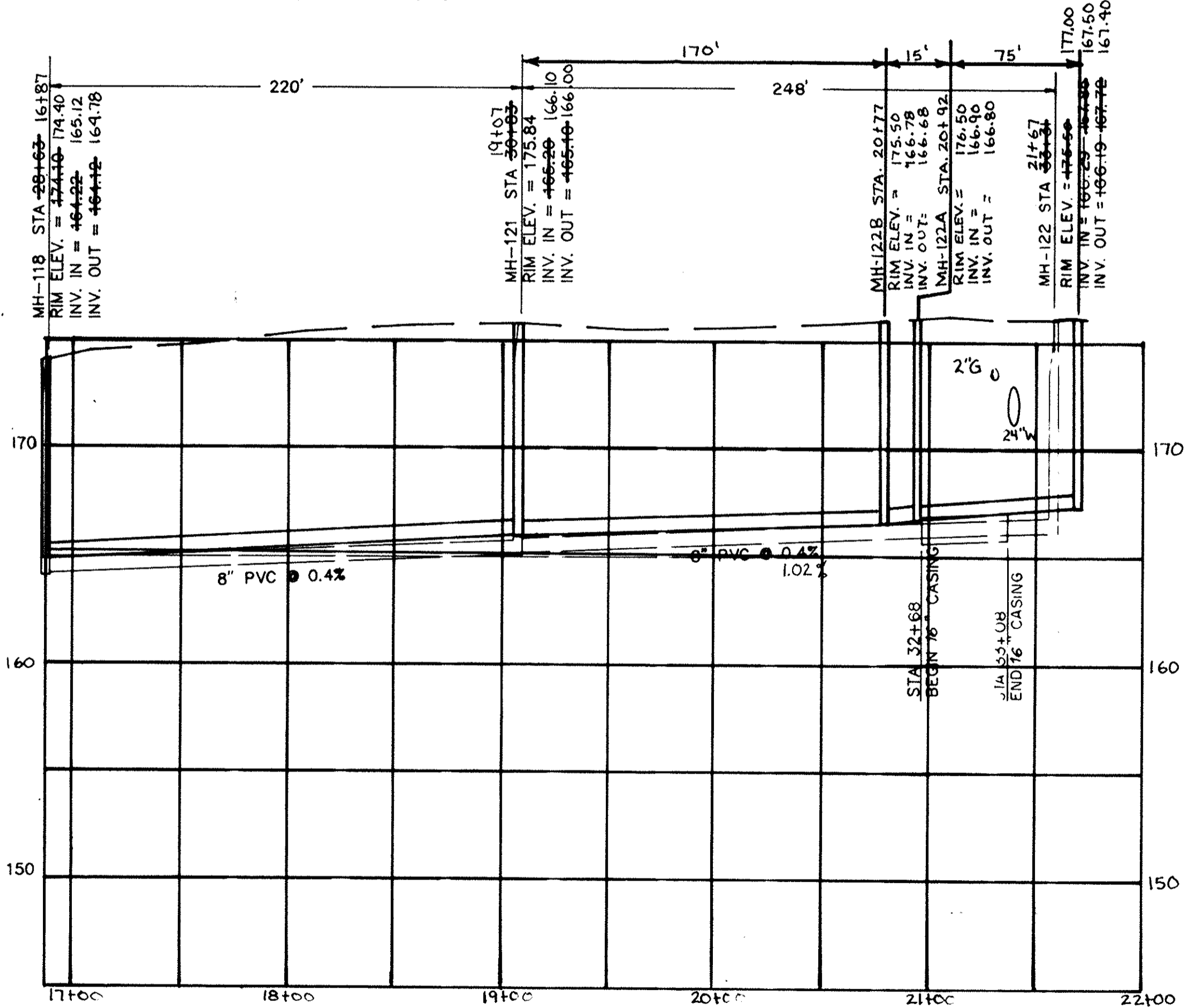


NOTE: LOTS SW OF SHOP RD.  
SEE TMS 11116-04

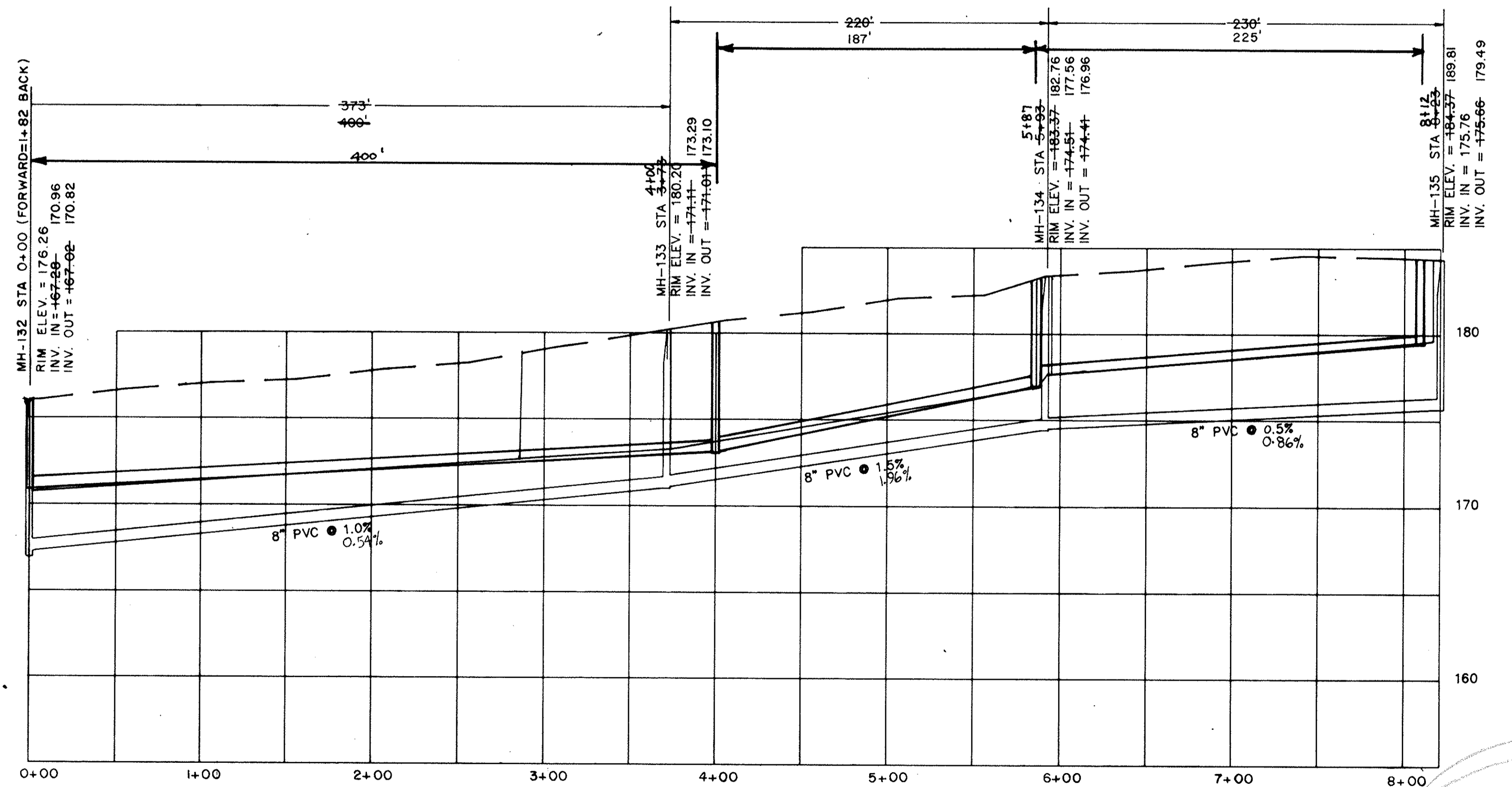
40" - 16" DIA.  
STEEL CASING

SEE SHEET 30

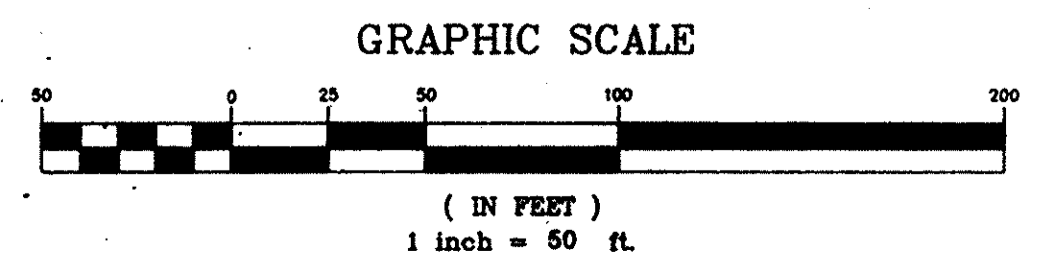
NOTE: LOTS NE OF SHOP RD.  
SEE TMS 13701-04



BATES STREET  
MH-118 TO MH-122



TOLLIVER ST.  
MH-132 TO MH-135



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	4/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

STEVEN G. WOHLFEL  
No. 7732  
SOUTH CAROLINA

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
TOLLIVER STREET

**prime associates, inc.**  
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

DATE: 9/18/89  
SCALE: HORIZ. 1"=100'  
VERT. 1"=5'

88036-29  
DATE: 9/18/89

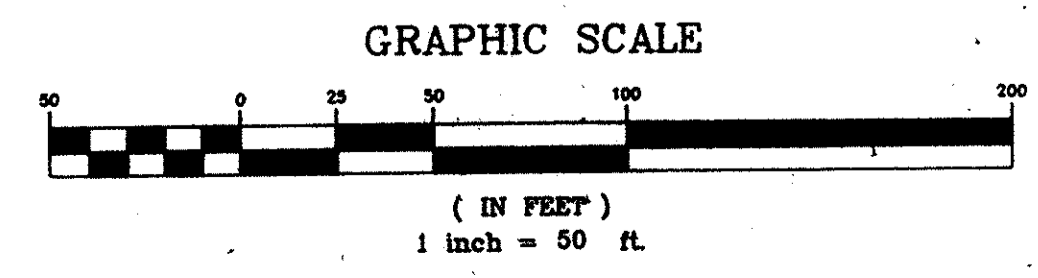
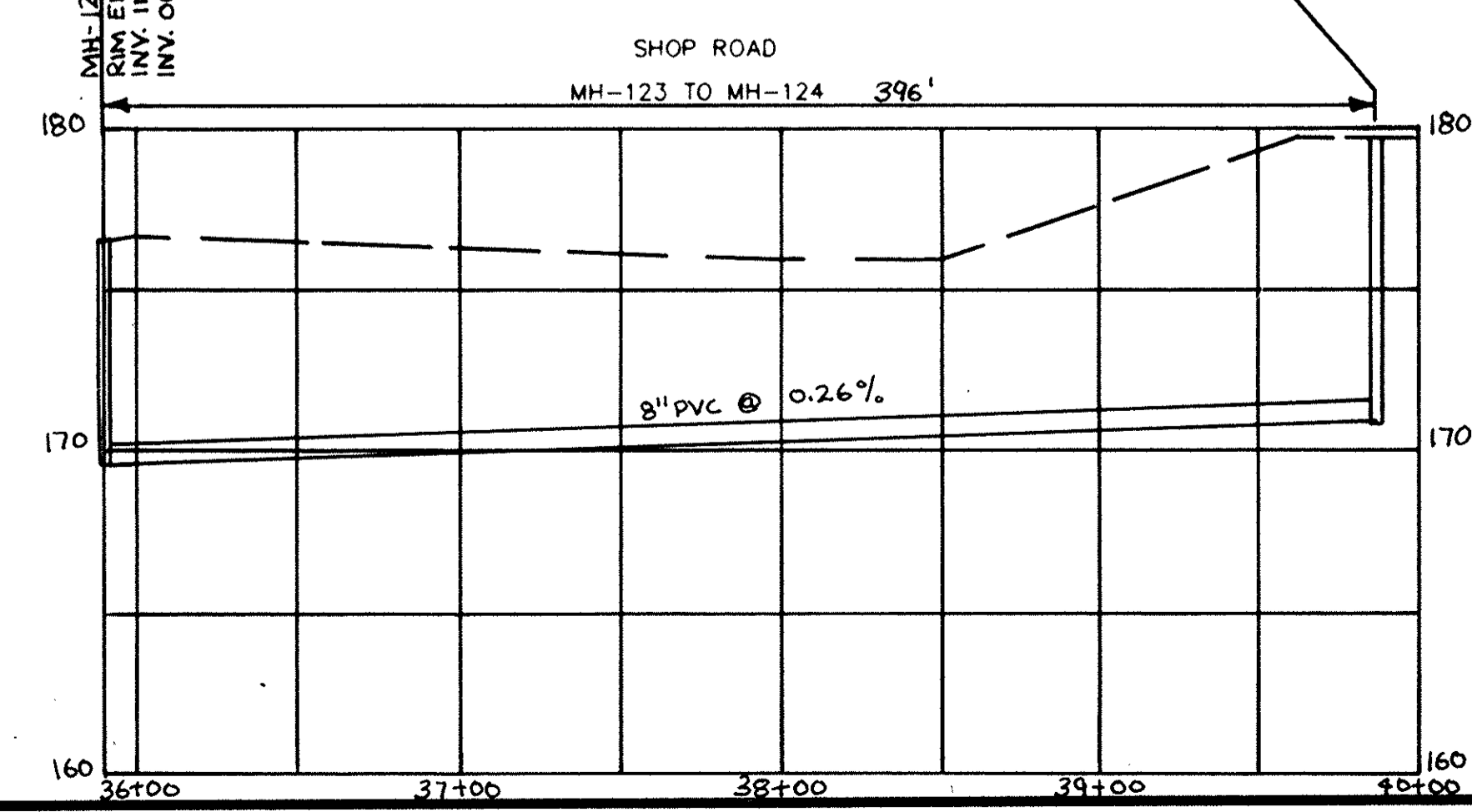
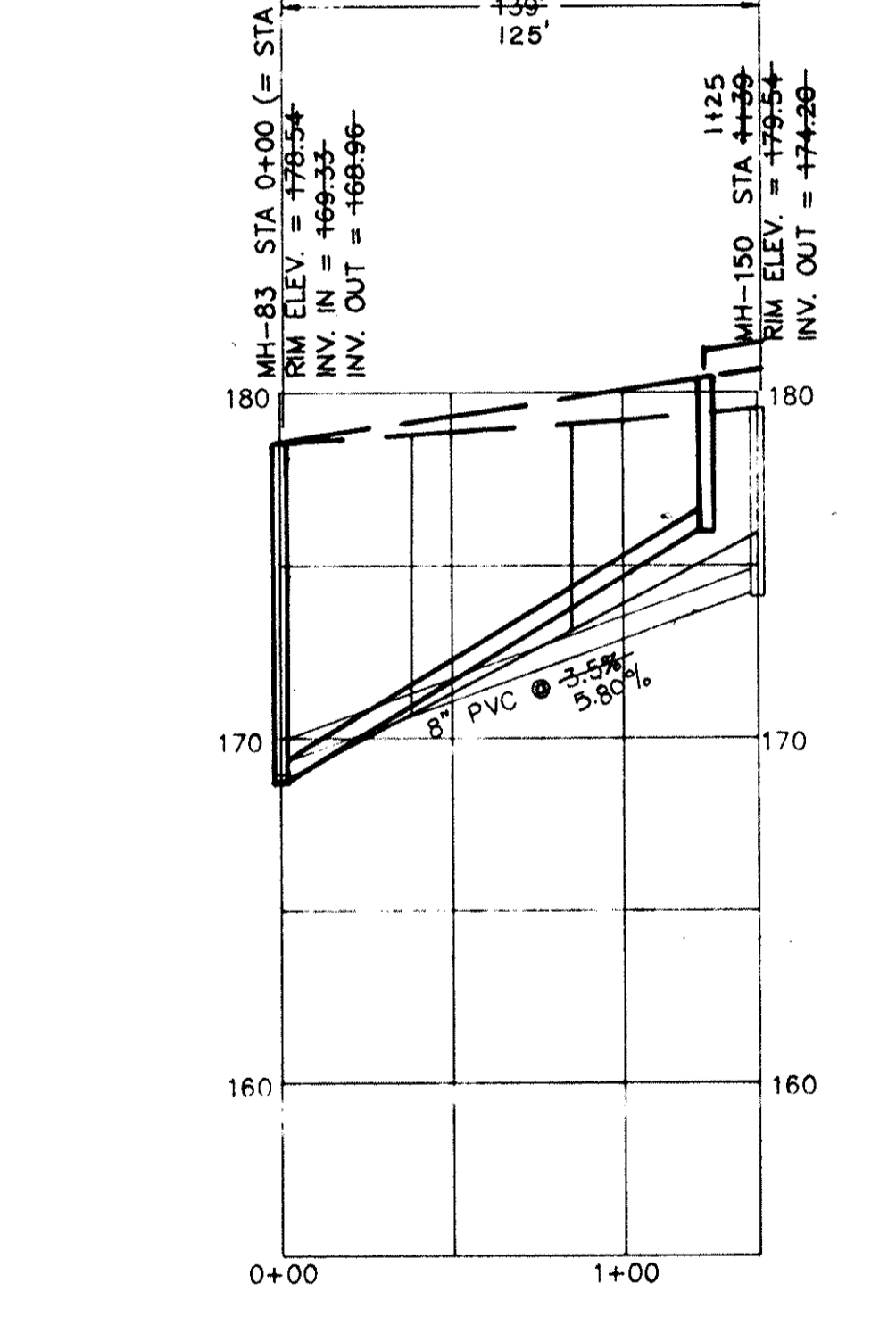
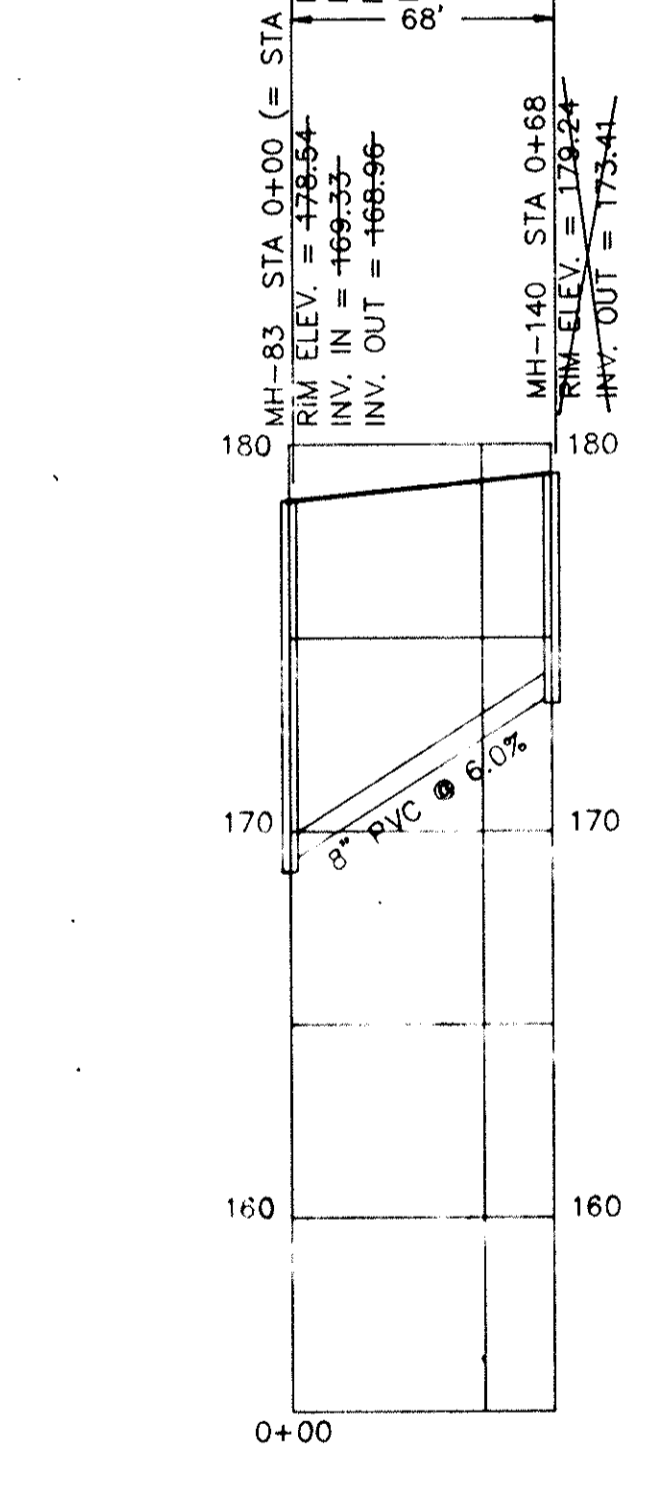
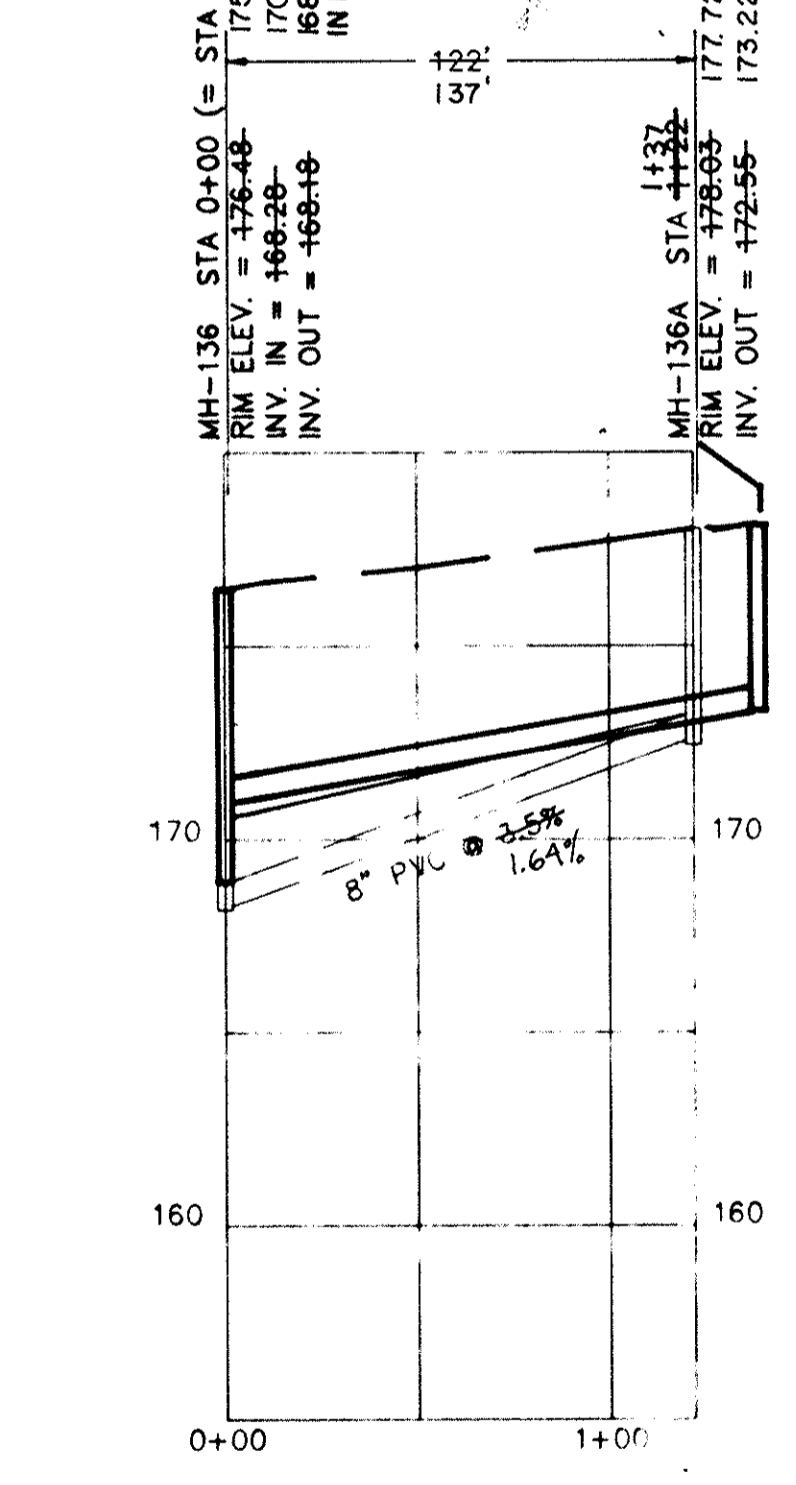
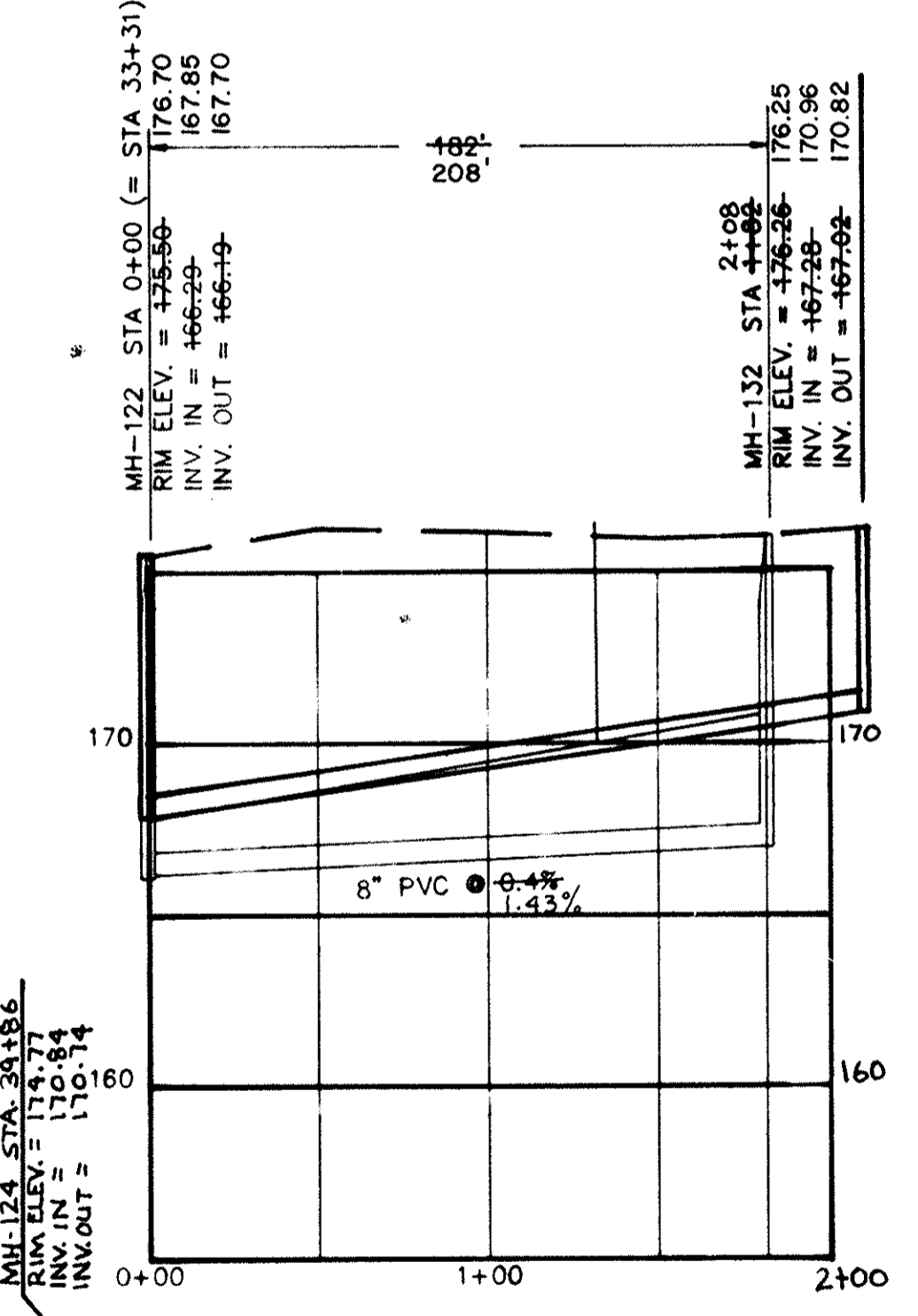
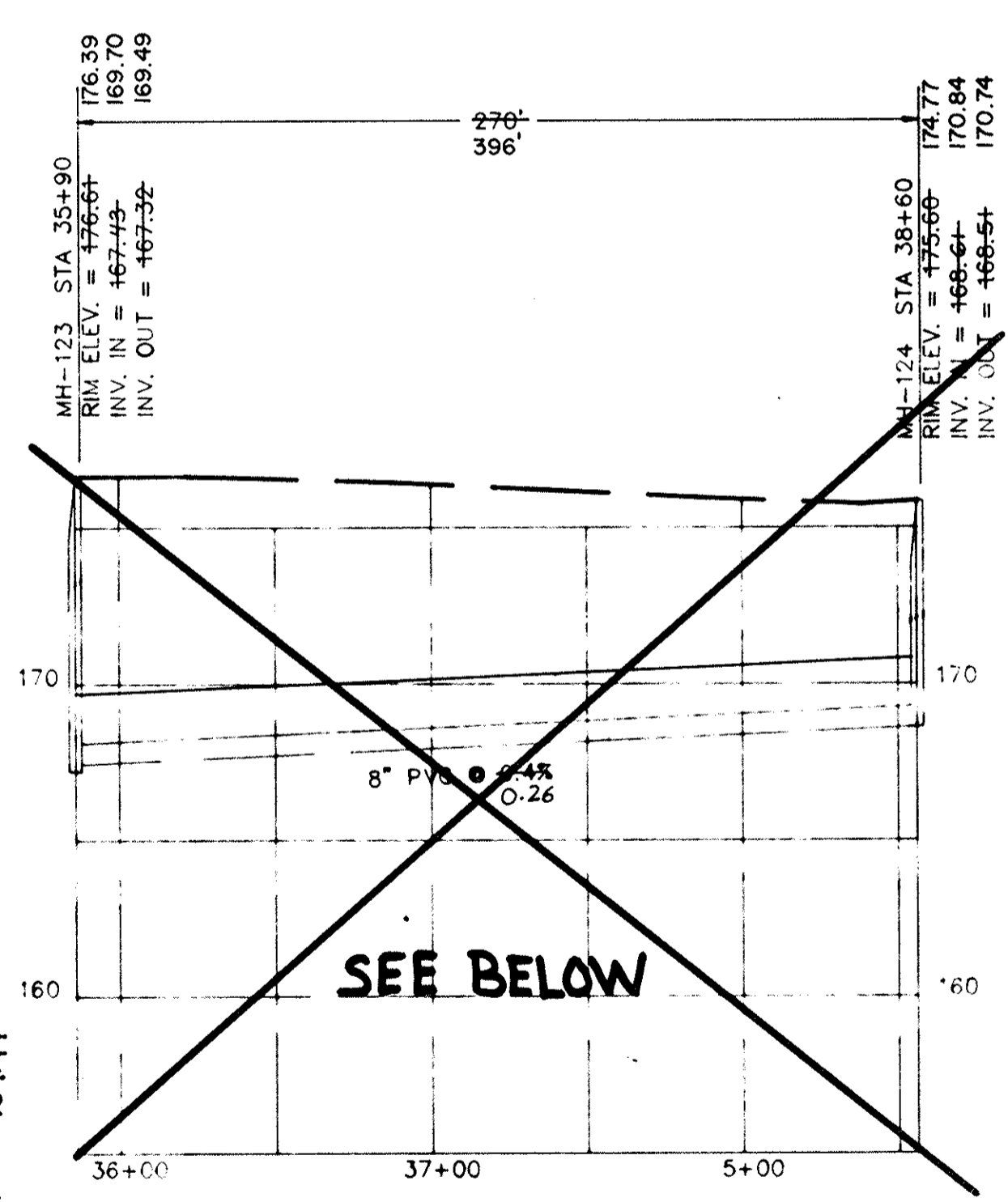
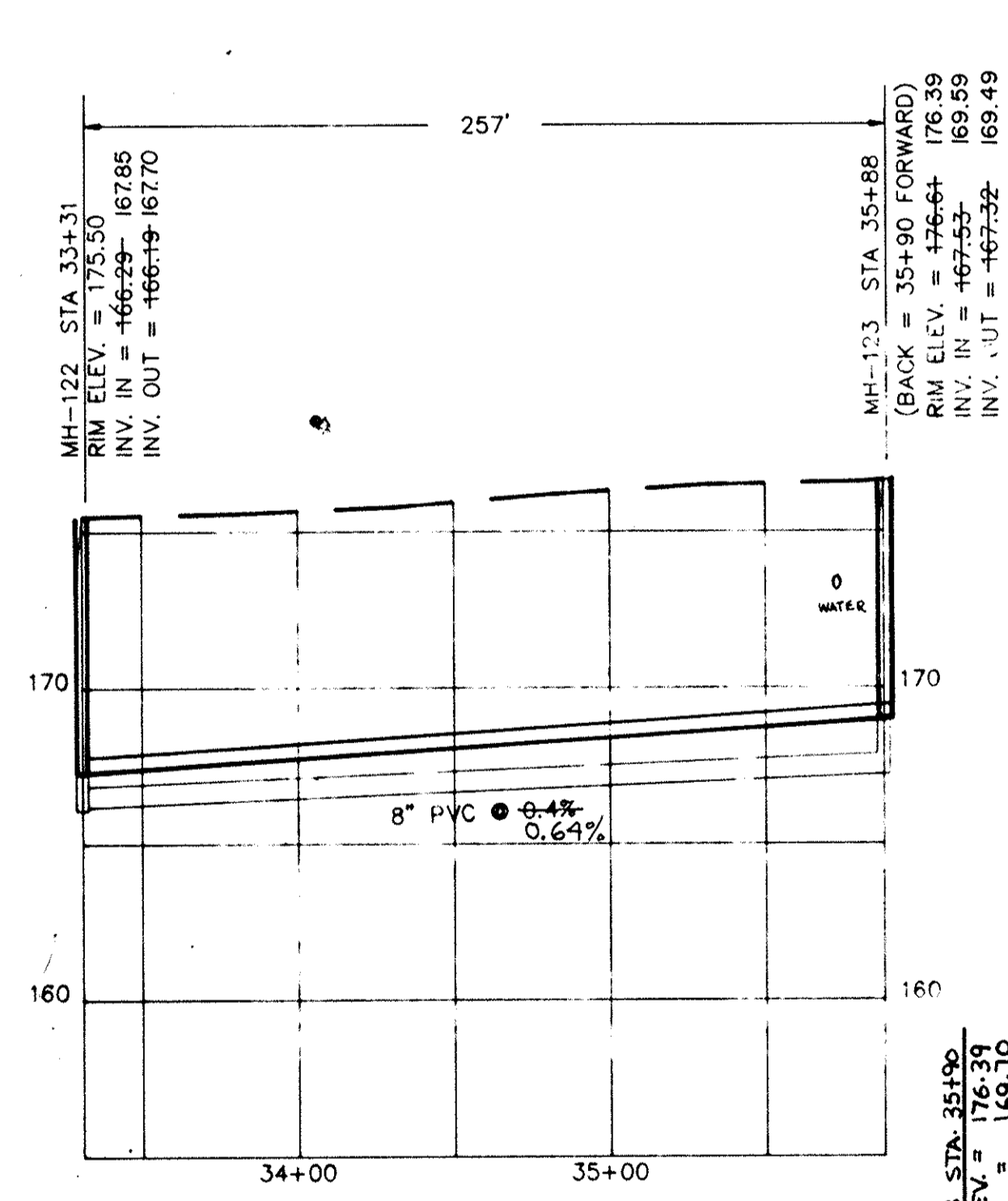


E 33725.19

NOTE: ALL LOTS EAST OF WALCOTT ST.  
SEE TMS 13701-04

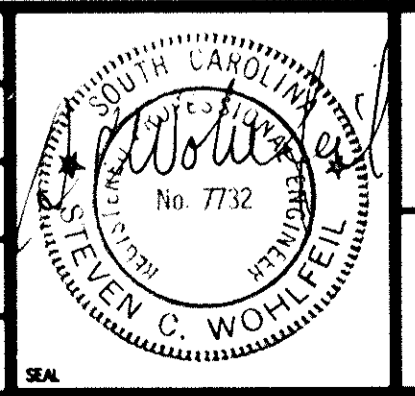
NOTE: ALL LOTS WEST OF WALCOTT ST.  
SEE TMS 11213

NOTE: DIMENSIONS SHOWN THIS SHEET ARE FROM E.O.P. TO 24" WATERLINE. OTHER WATER AND GAS LOCATIONS ARE APPROXIMATE.



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	G.L.B.	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	



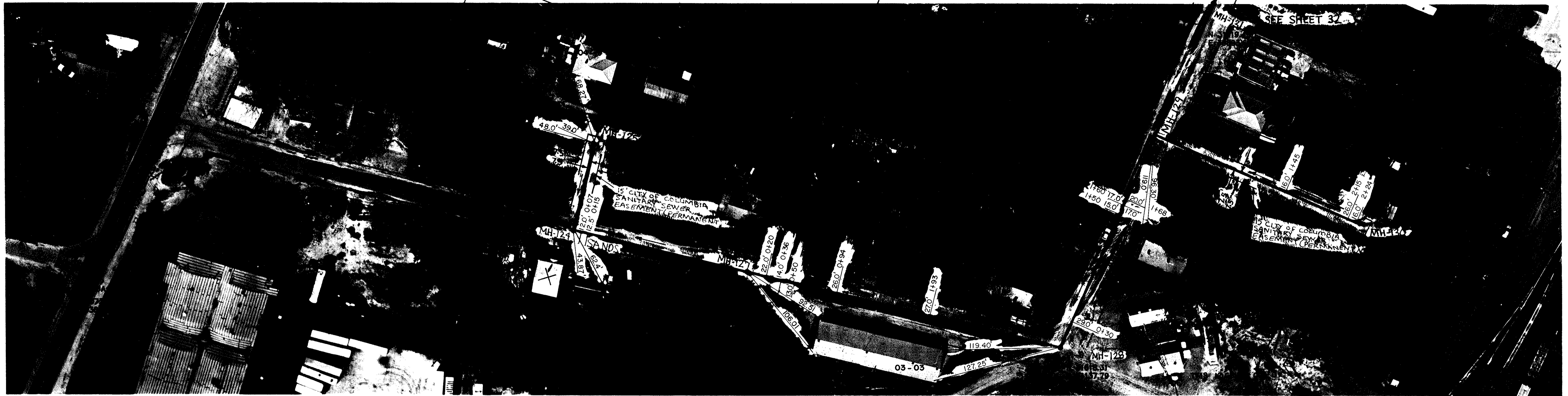
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
SHOP ROAD

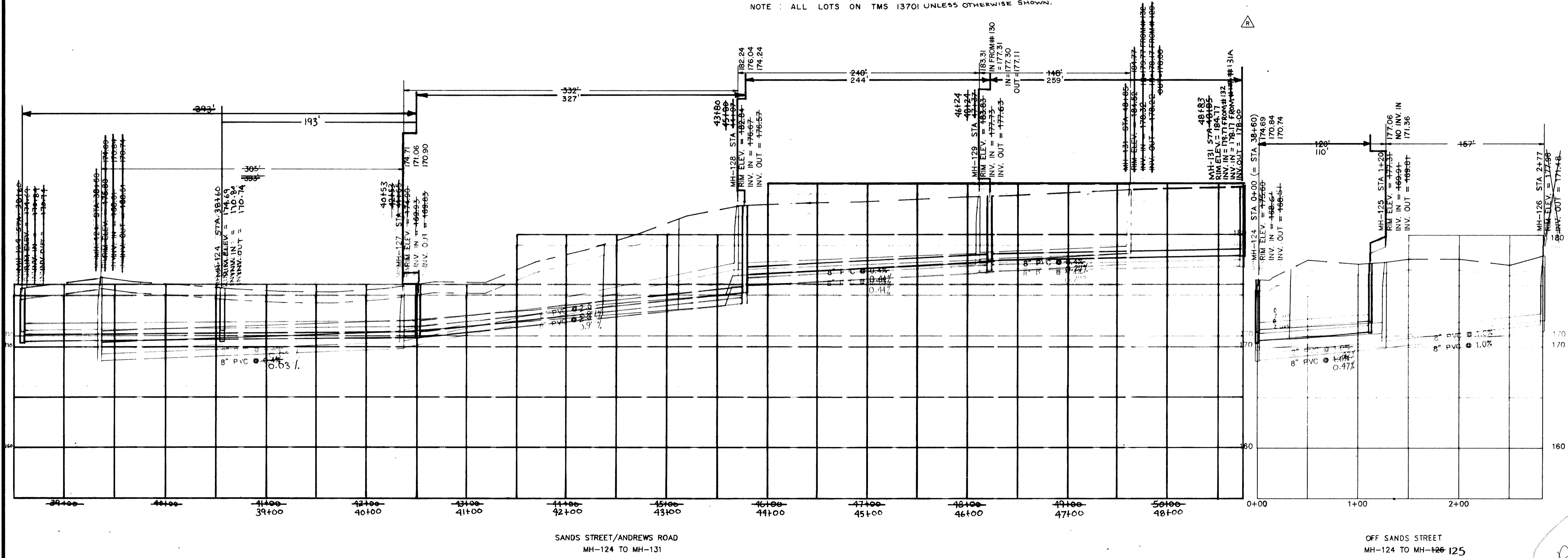
prime associates, inc.  
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

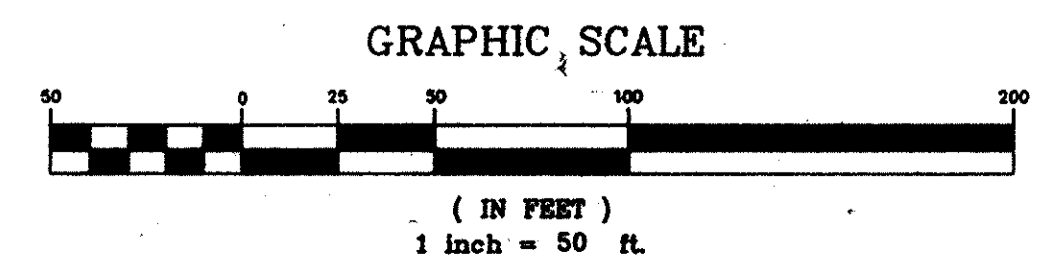
DATE: 7/18/89  
SCALE: 1"=50'



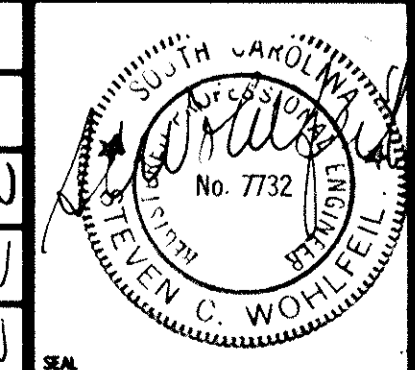
NOTE: ALL LOTS ON TMS 13701 UNLESS OTHERWISE SHOWN.



APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	3/19/91	MCM	REVISED TIE-IN AT MH-25	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	9/18/89	SEV	ISSUED FOR APPROVAL	sw



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

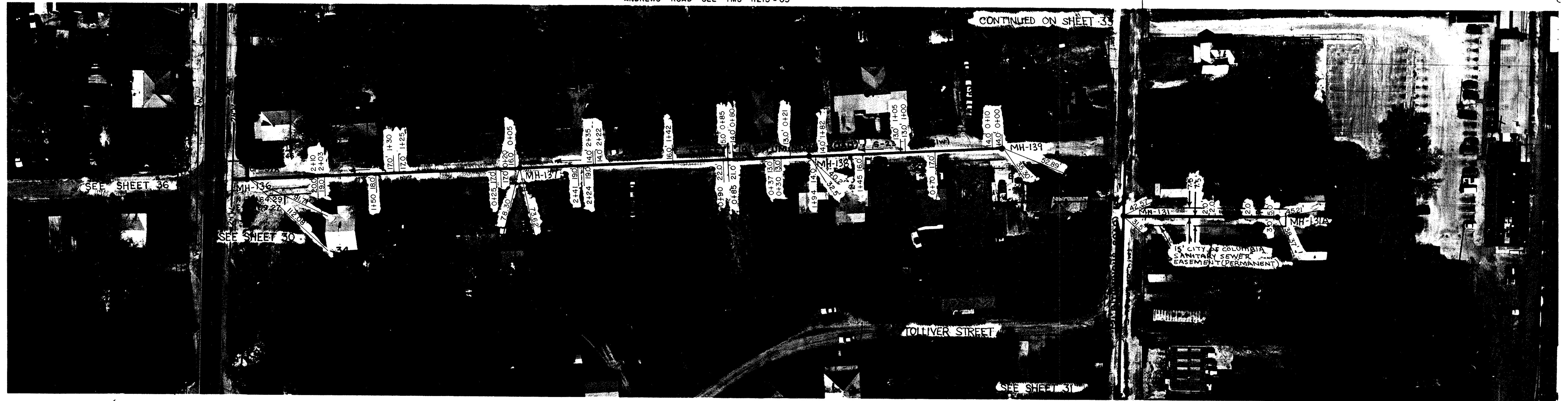
SEWER PLAN & PROFILE  
 SANDS STREET

prime associates, inc.  
 engineers planners surveyors  
 COLUMBIA SOUTH CAROLINA

MCM/CAD: sw  
 REV/MCM: sw  
 DATE: 9/18/95  
 SCALE: 1"=50'

88036-31

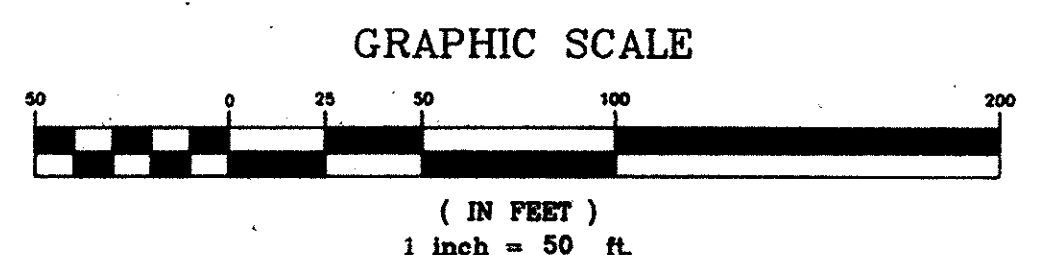
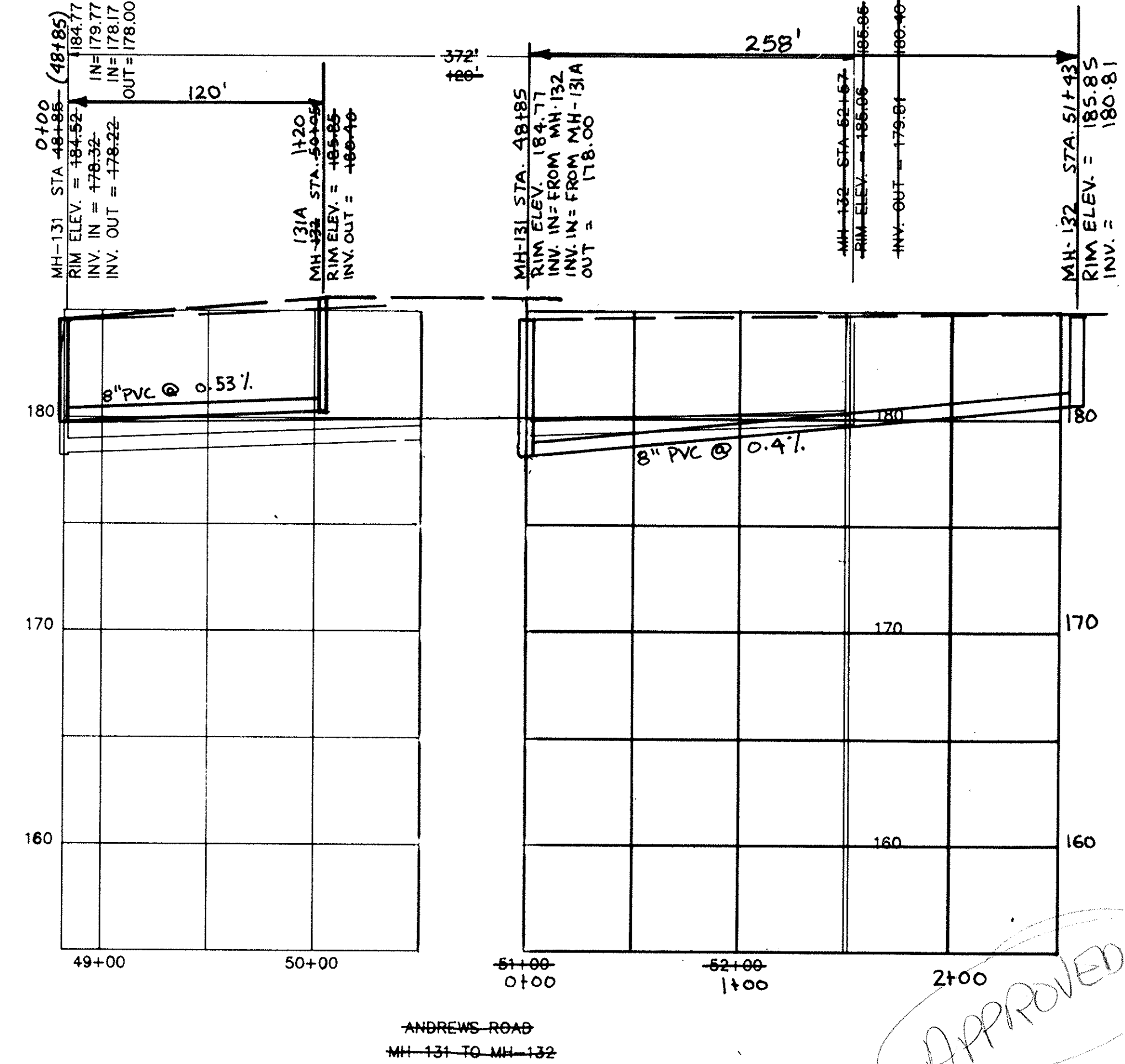
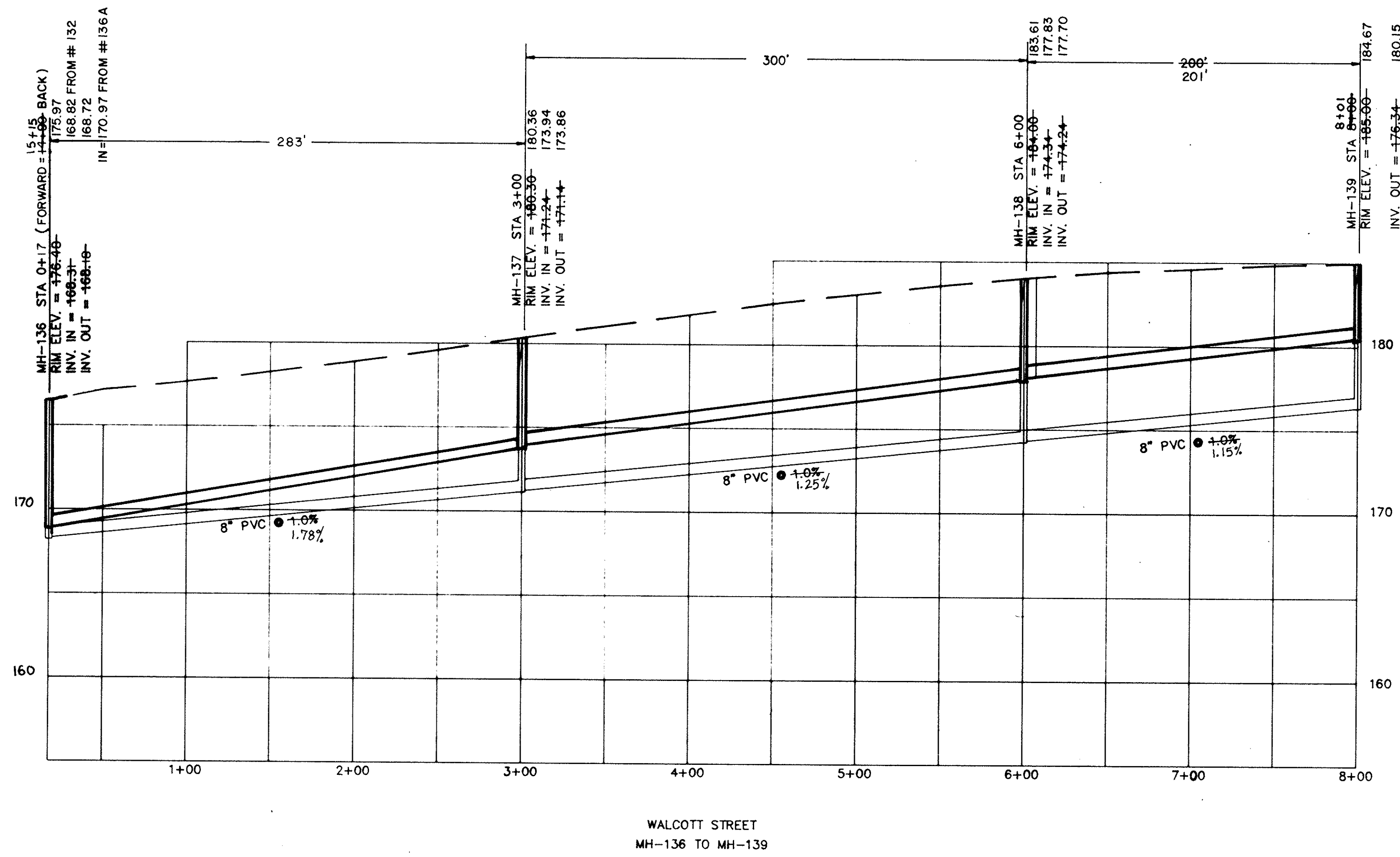
NOTE: ALL LOTS NORTH OF WALCOTT ST. & WEST OF ANDREWS ROAD SEE TMS 11213-03



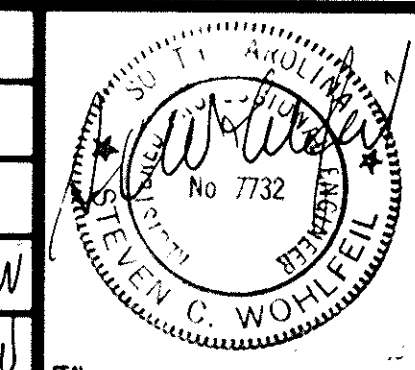
NOTE: ALL LOTS SOUTH OF WALCOTT ST. OR EAST OF ANDREWS ROAD SEE TMS 13701-04

N 31919.49  
E 33893.62

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	

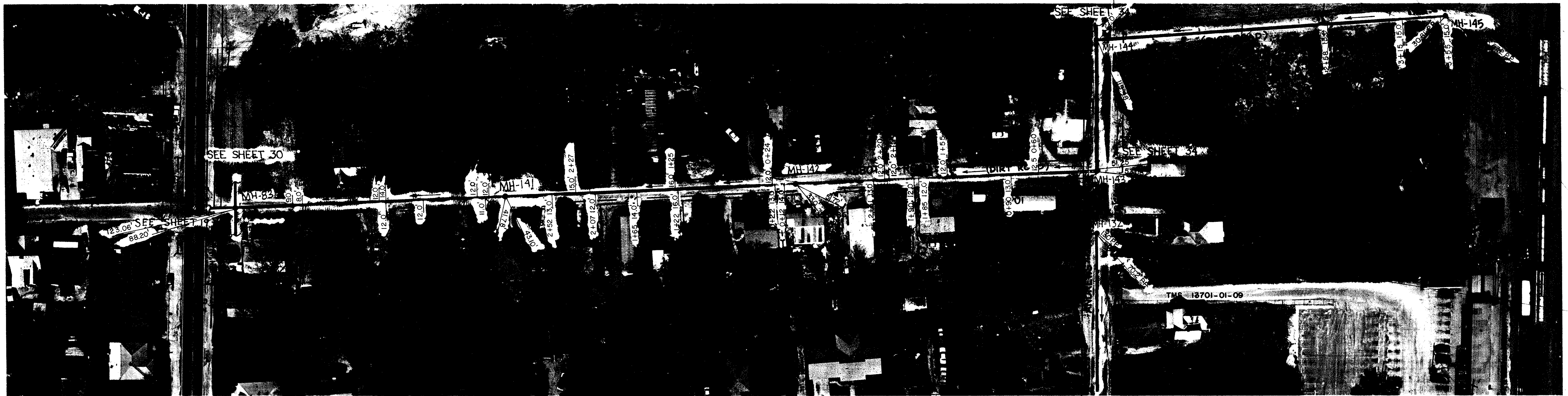


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
WALCOTT STREET

prime associates, inc.  
engineers planners' surveyors  
COLUMBIA SOUTH CAROLINA

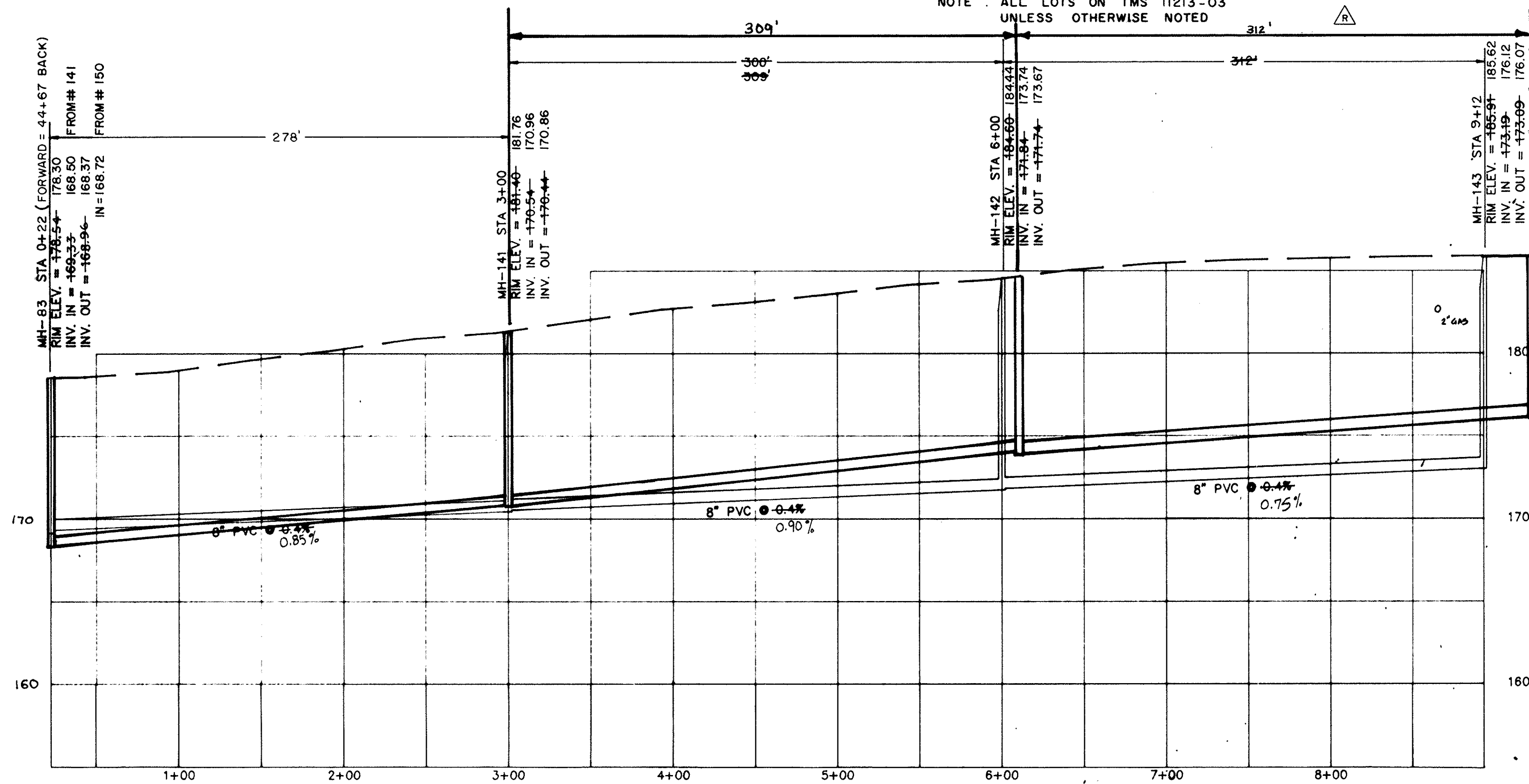
APPROVED



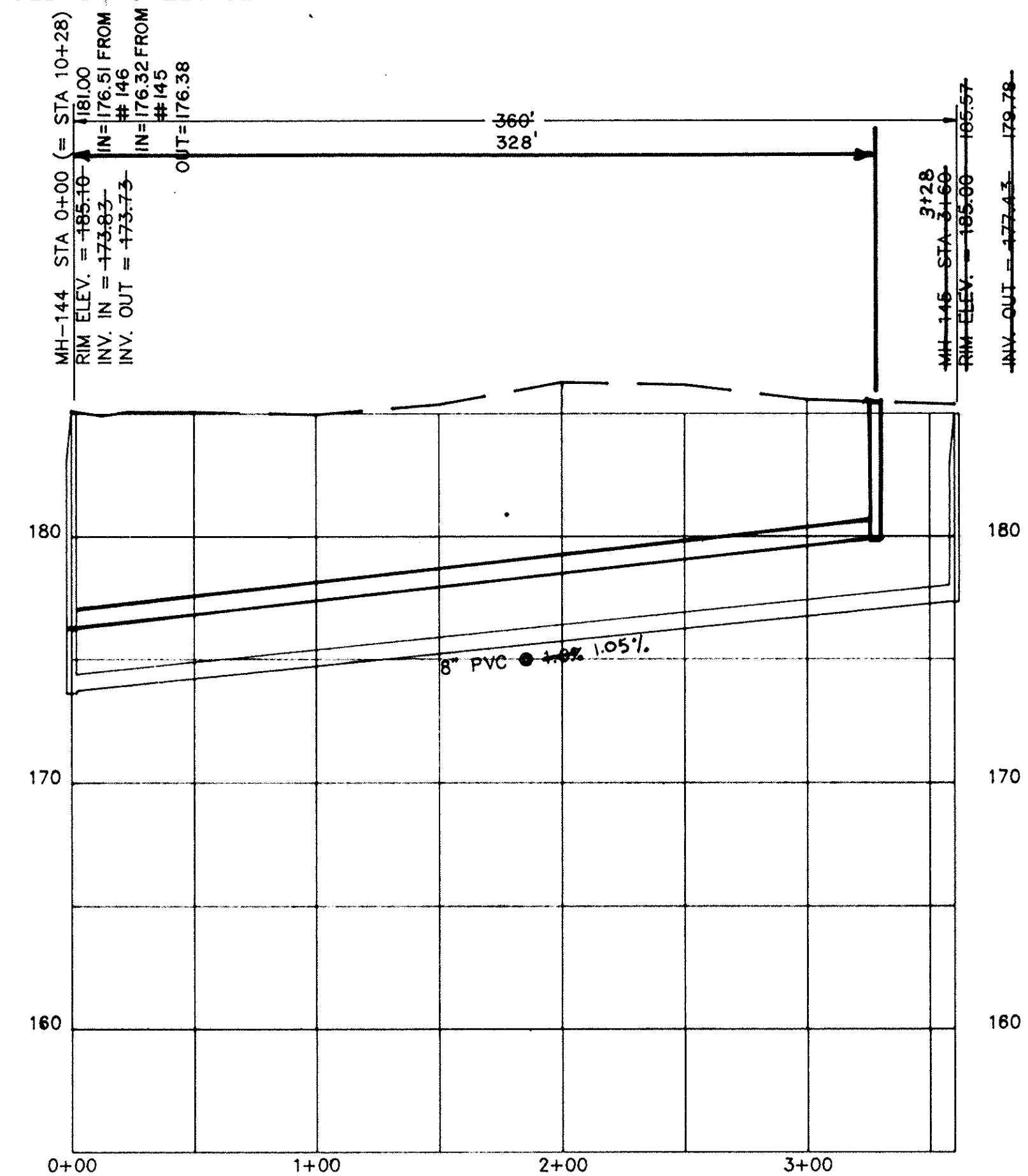
NOTE: ALL LOTS ON TMS 11213-03 UNLESS OTHERWISE NOTED

CONTINUED ON SHEET 32

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.

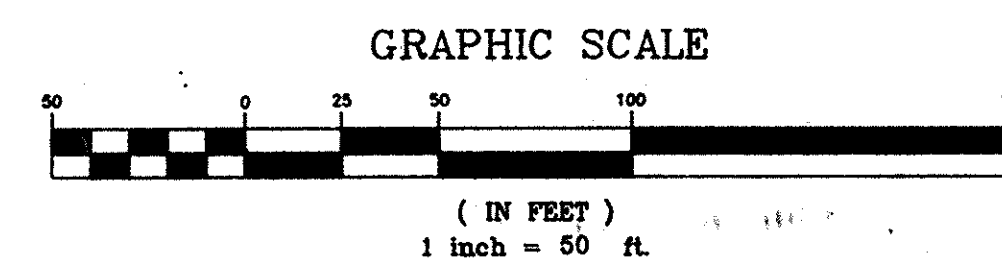


ABBOTT ROAD  
MH-140 TO MH-143



NEAR ANDREWS ROAD  
MH-144 TO MH-145

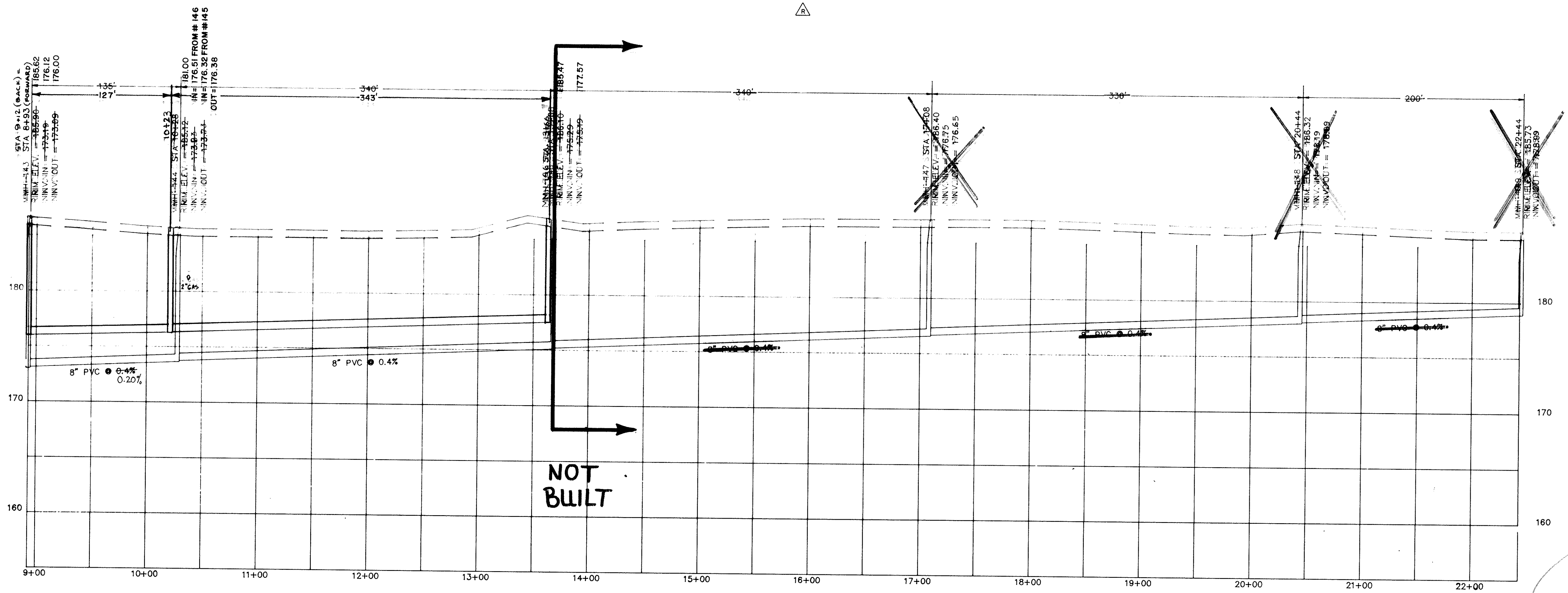
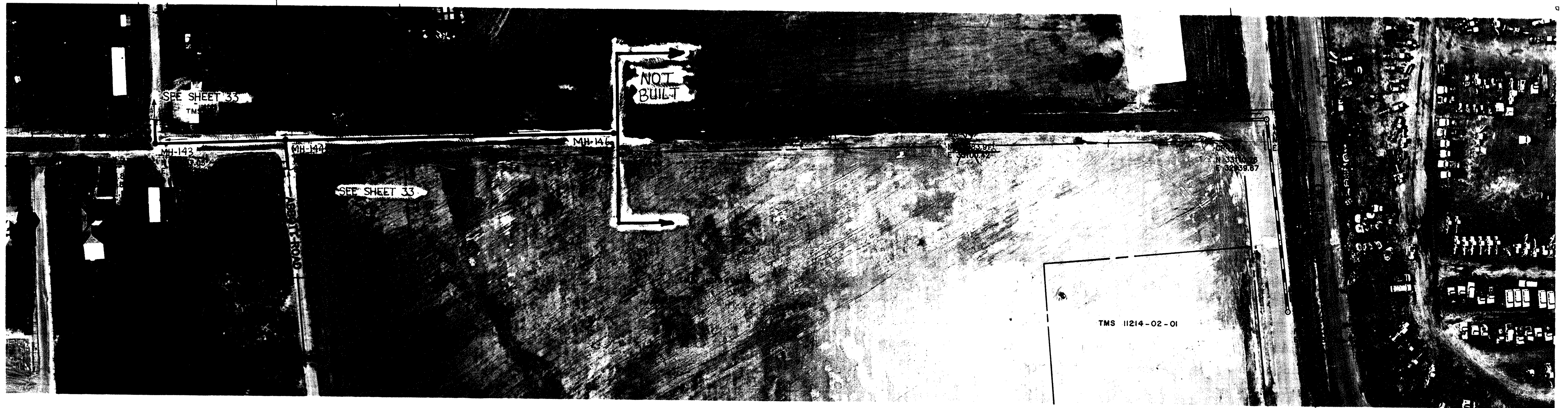
APPROVED



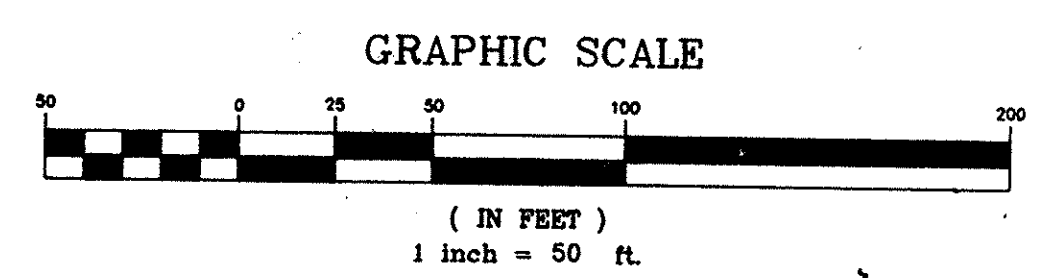
REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

		<b>RECORD DRAWING</b> <b>ARTHURTOWN SEWER SYSTEM</b>	
		SEWER PLAN & PROFILE ABBOTT ROAD	
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA		MCM/CAD REV/CHK DATE	SCW DEED 88036-33 9/18/89

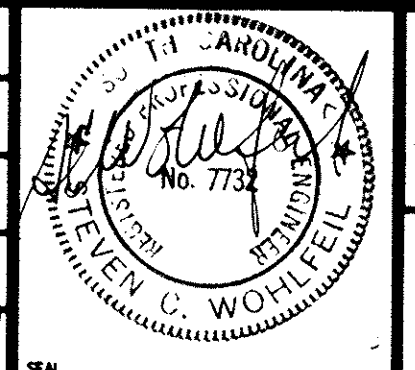


ANDREWS ROAD  
MH-143 TO MH-149



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

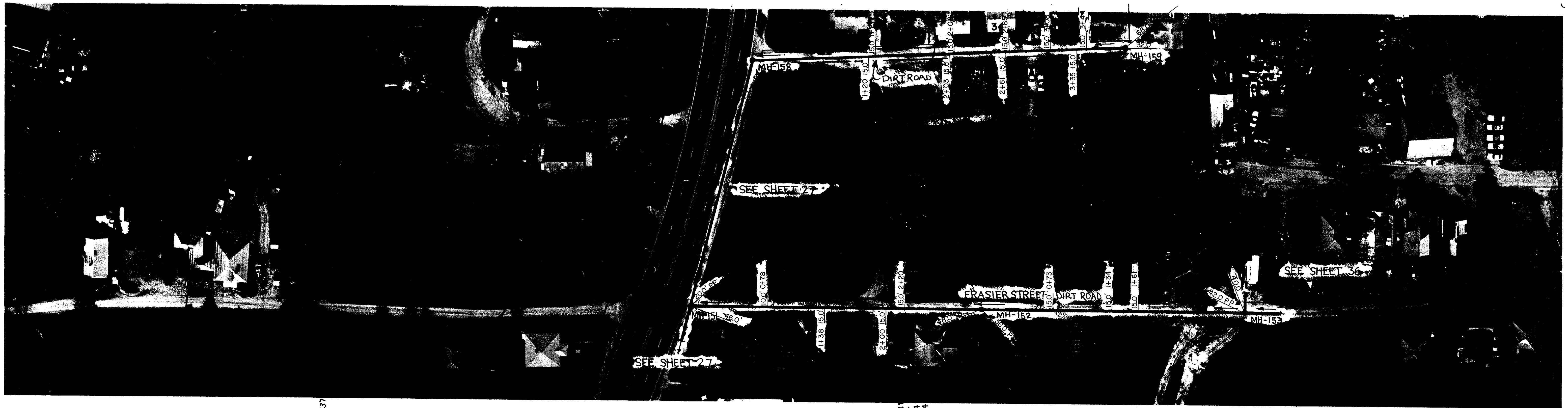


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

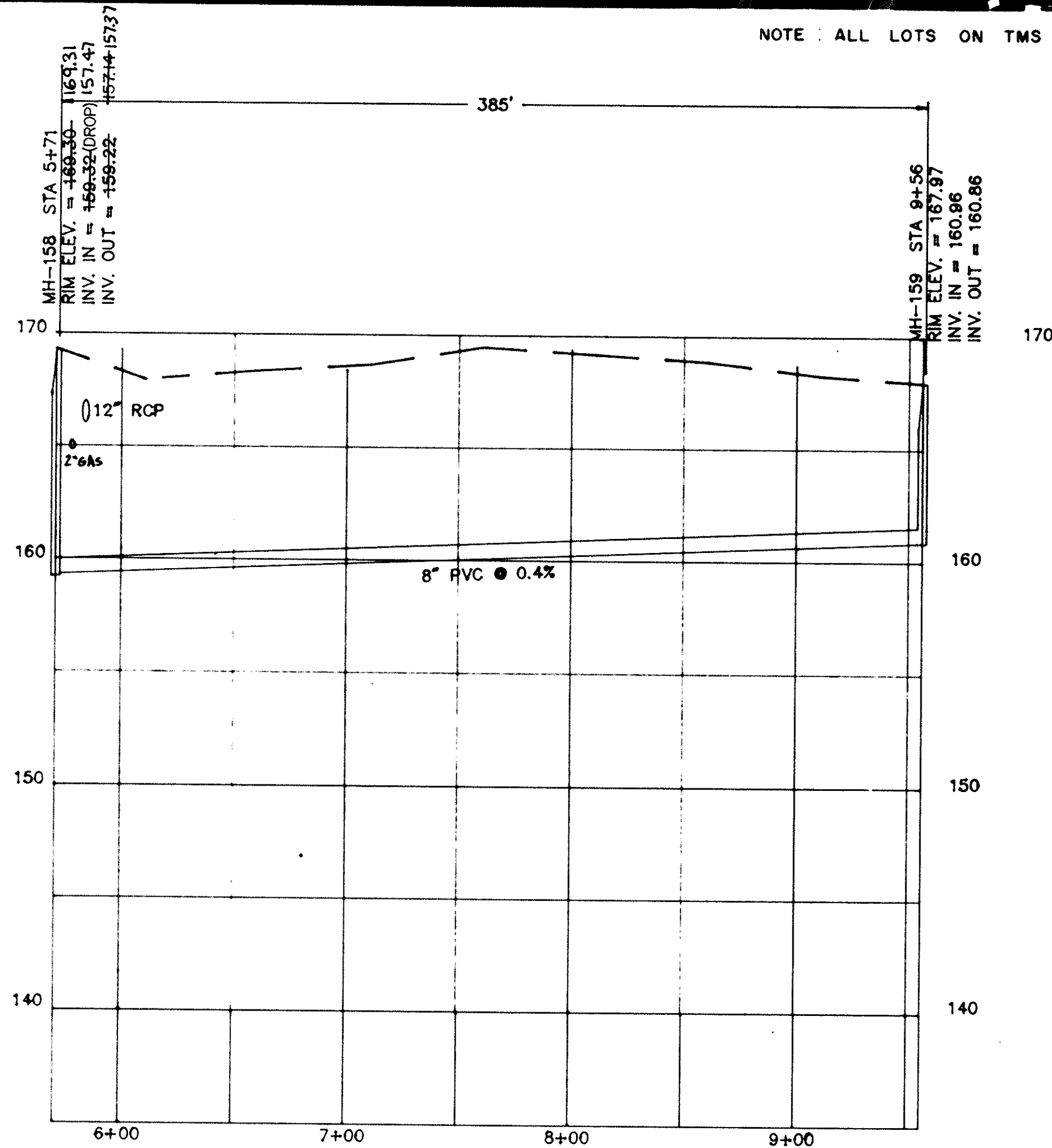
SEWER PLAN & PROFILE  
ANDREWS ROAD

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

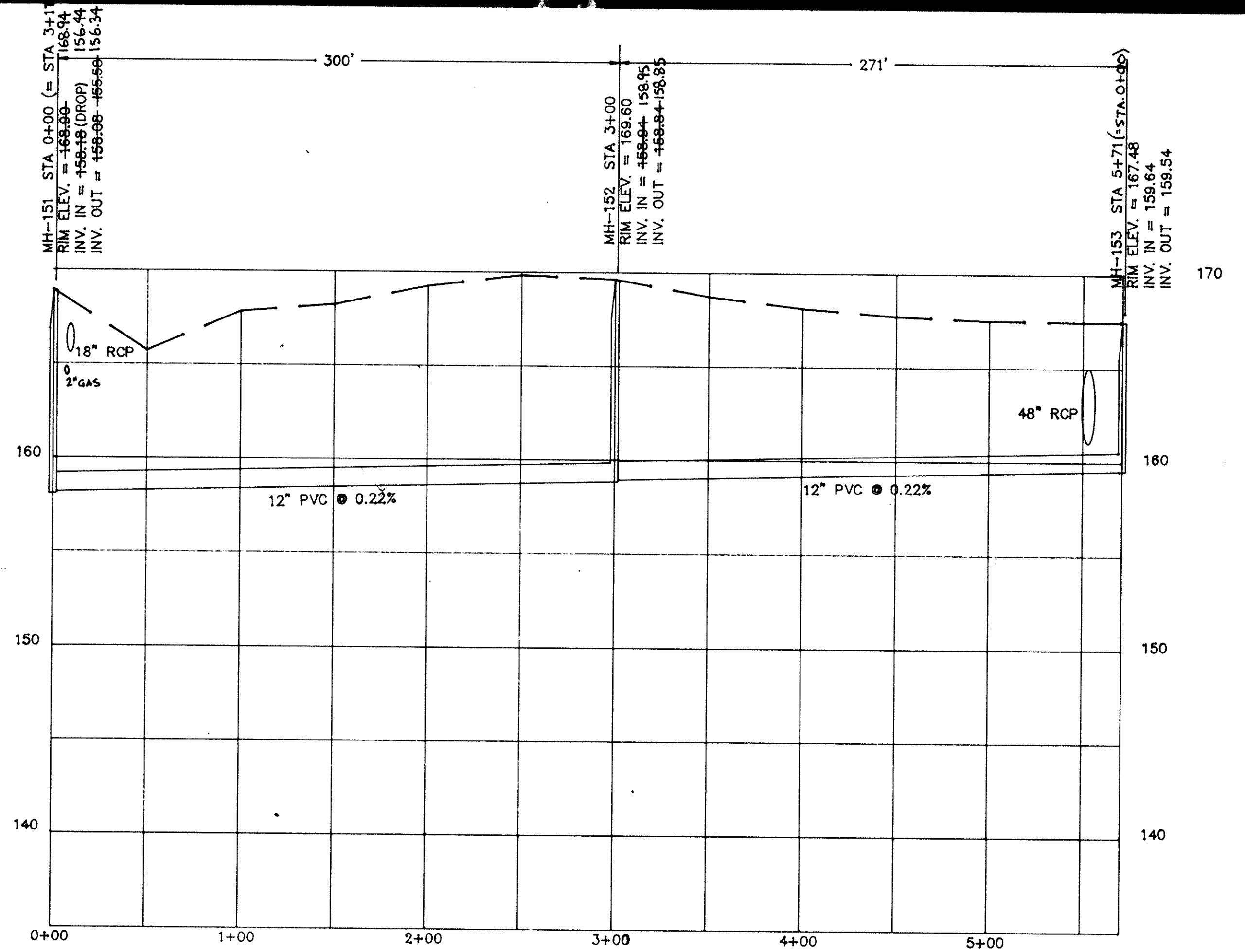
MOM/CAD	SEV/MOM	SEW	ATANDRESA
9/18/89	HOR 1"=20'	88036-34	
	VERT 1"=5'		
	DATE		



NOTE: ALL LOTS ON TMS 11116-03.



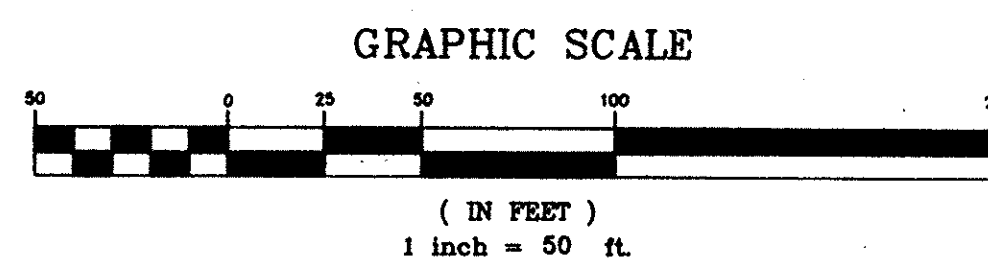
OFF BLUFF ROAD  
MH-158 TO MH-159



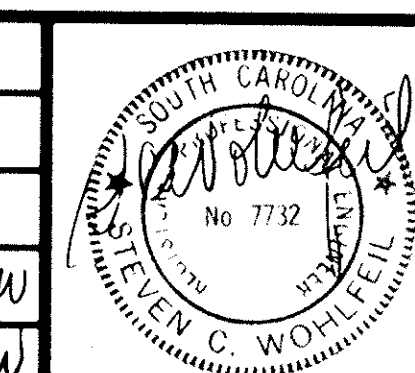
FRASIER STREET  
MH-151 TO MH-153

INSTALLED BY OTHERS

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED INVERT MH #'S 151 & 158	
1	6/16/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	HW



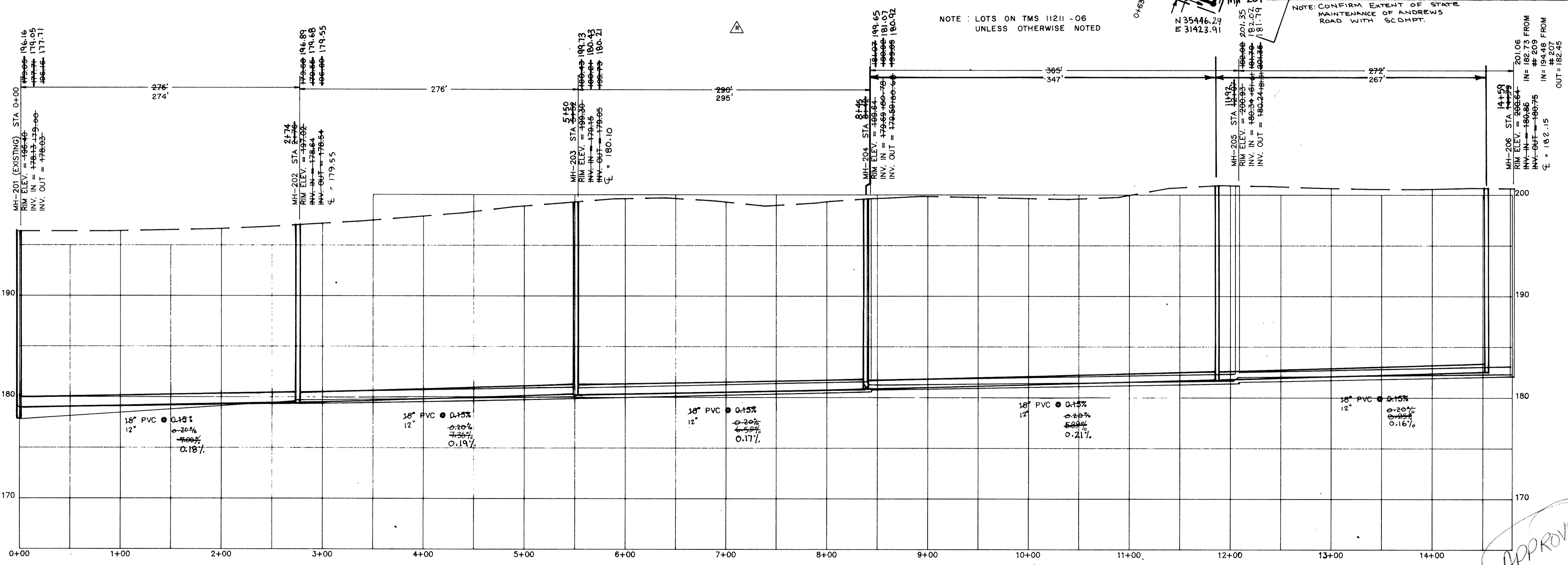
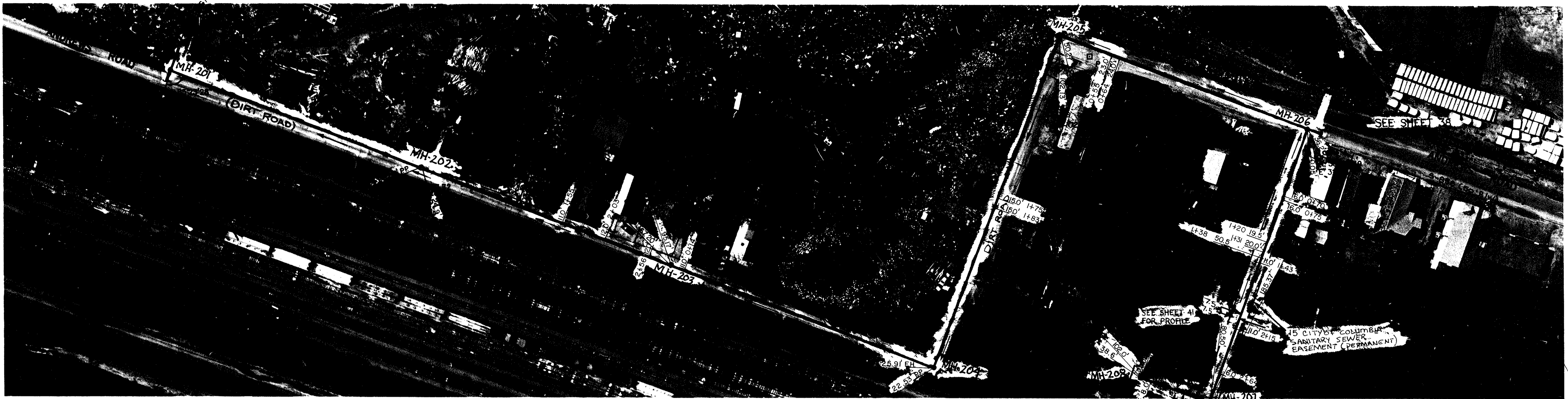
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc.  
engineers, planners, surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD	REV/MCM	SCW	ATTR22
DATE	DATE	DATE	DATE
9/18/89	9/18/89	88036-35	
SCALE	SCALE	SCALE	SCALE

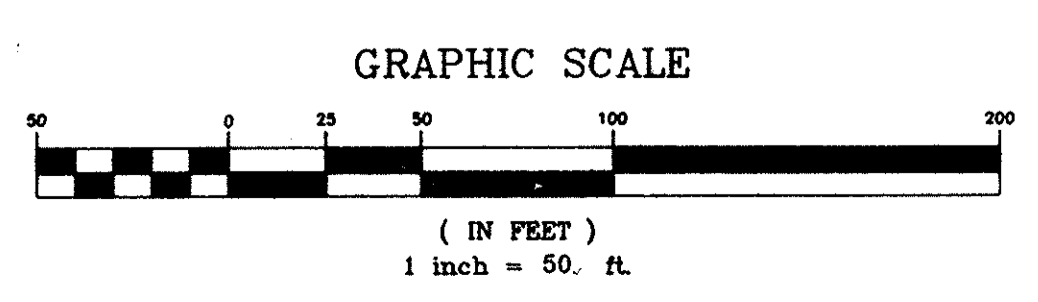




NOTE: LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED

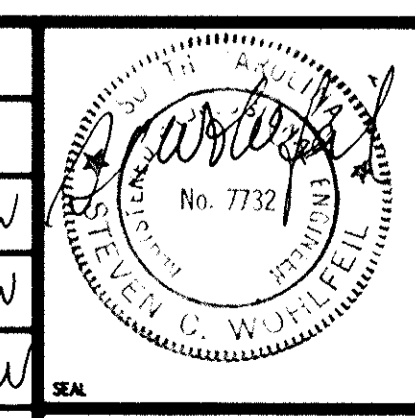
NOTE: CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCOPMT.

ANDREWS ROAD  
MH-201 TO MH-206



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REV. PIPE SIZE	TCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	TCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	TCW

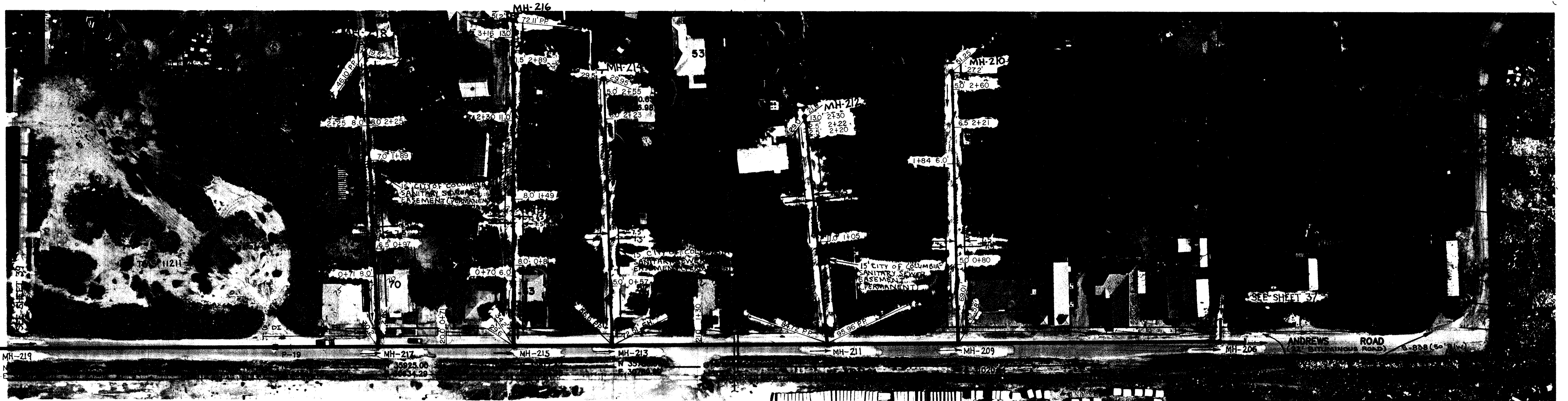


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
ANDREWS ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

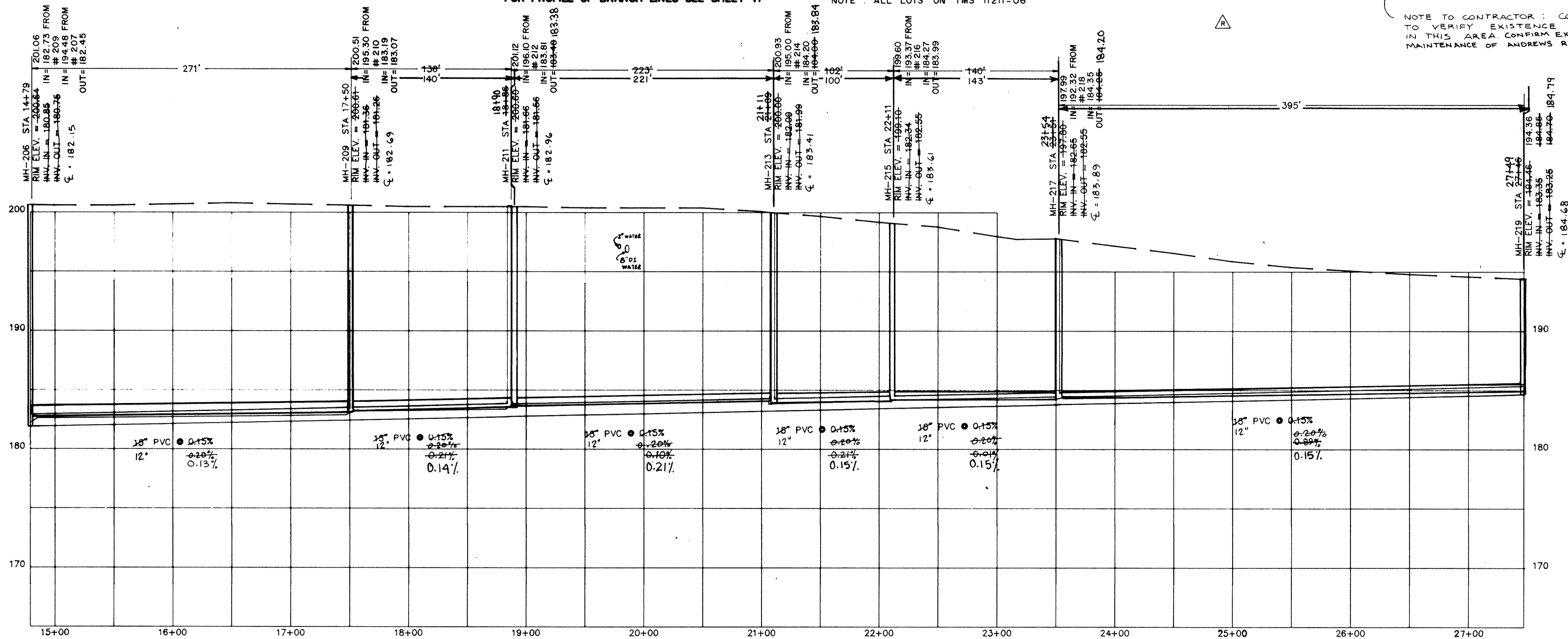
NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL



FOR PROFILE OF BRANCH LINES SEE SHEET 41

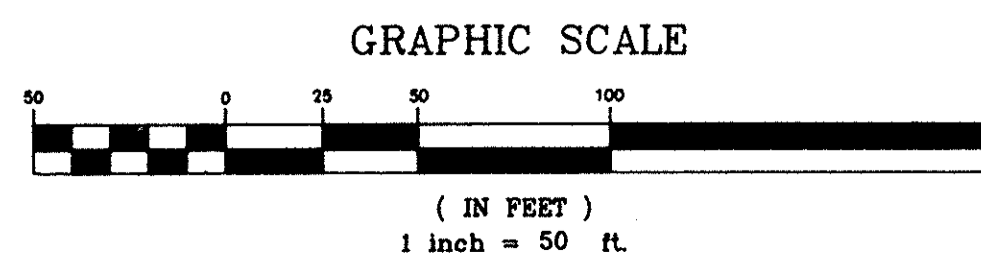
NOTE: ALL LOTS ON TMS 11211-06

NOTE TO CONTRACTOR: CONTACT CITY ENGINEER TO VERIFY EXISTENCE OF WATER LINE IN THIS AREA CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCDOT.

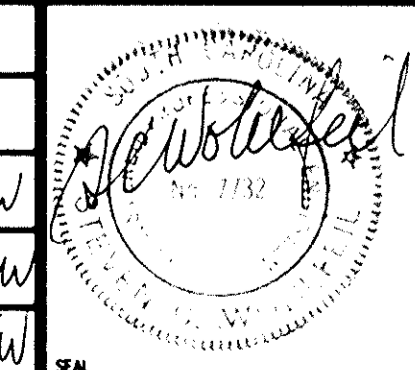


APPROVED

ANDREWS ROAD  
MH-206 TO MH-219



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/10/95	MCM	REVISED PIPE SIZE	
1	6/18/95	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

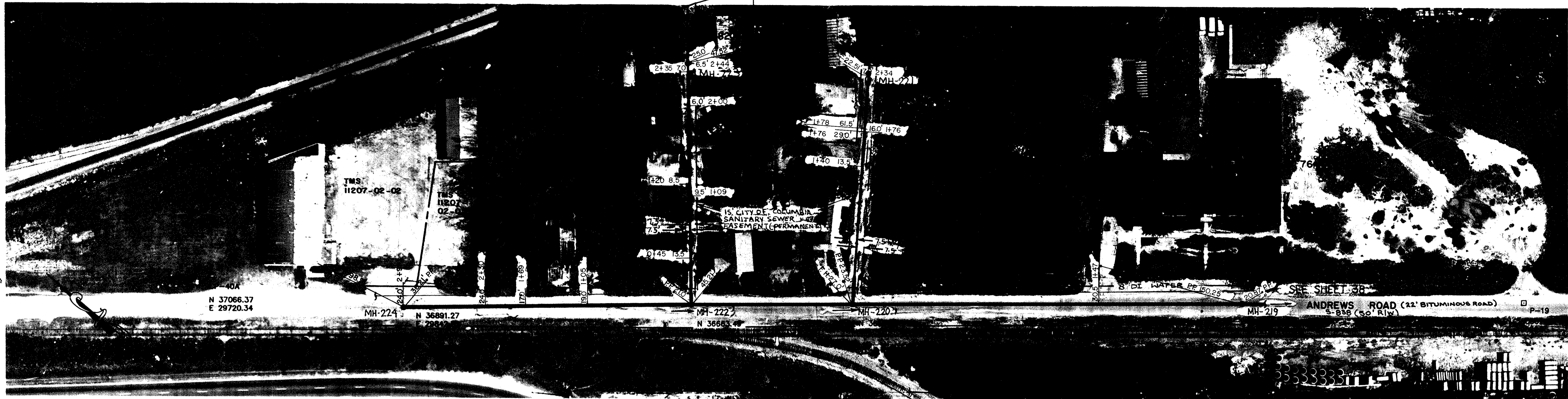


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
ANDREWS ROAD

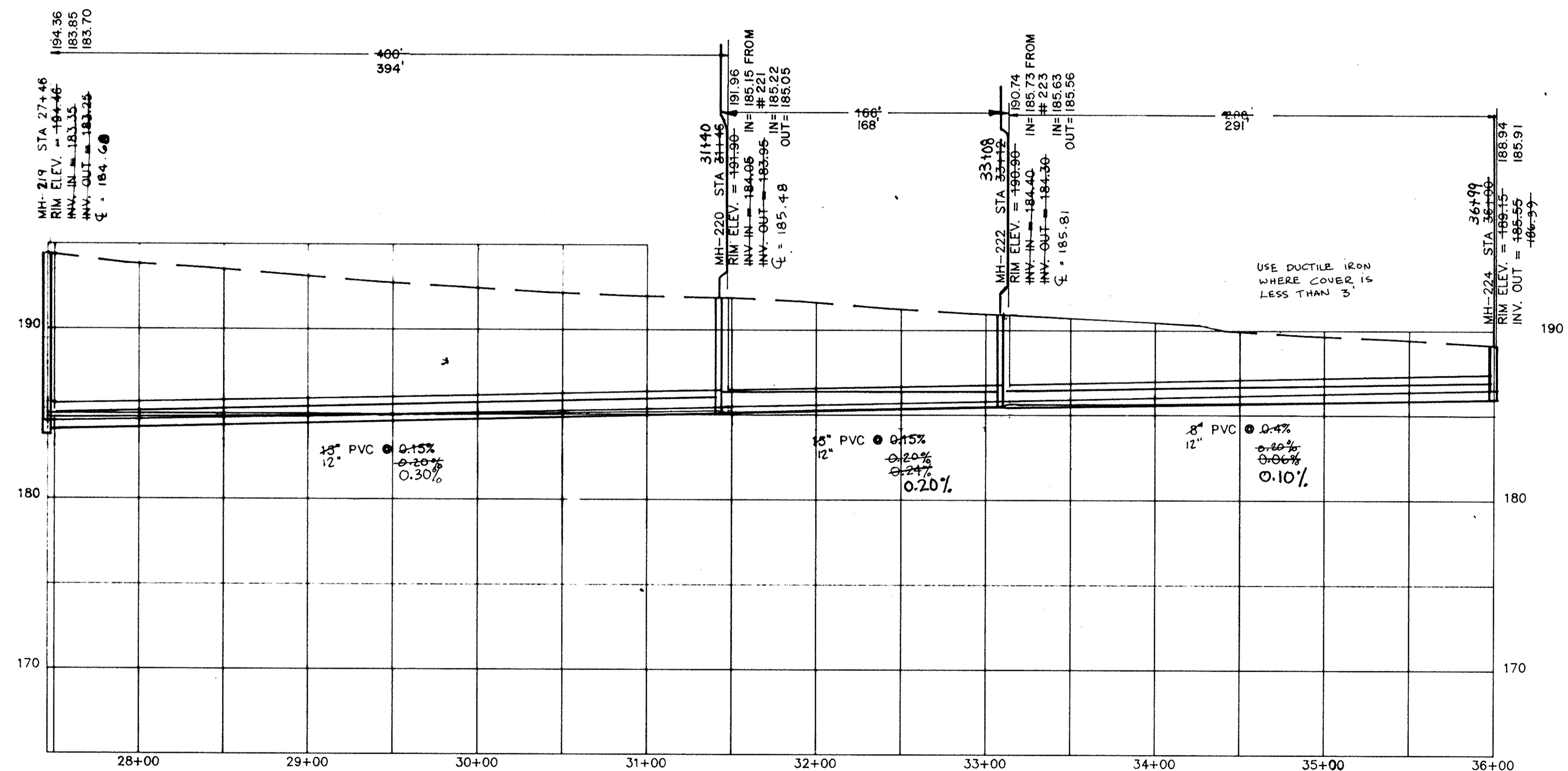
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD	SEV/MCM	SCW	AT/ANDRES
DESIGN	DESK	FILE	RECORD
DATE	SCALE	PROJECT NO.	DATE
		88036-38	

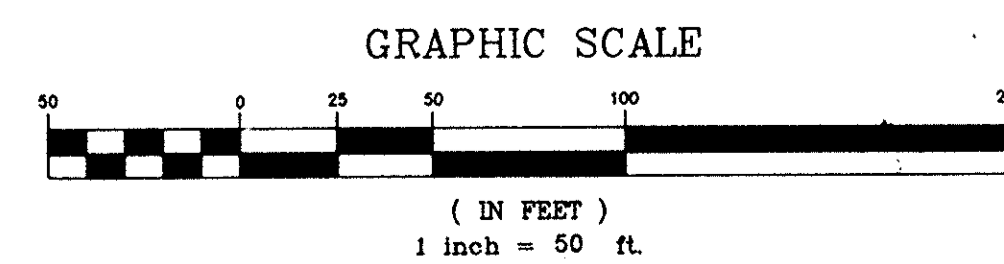


FOR PROFILES OF BRANCH LINES SEE SHEET 40

NOTE: ALL LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED

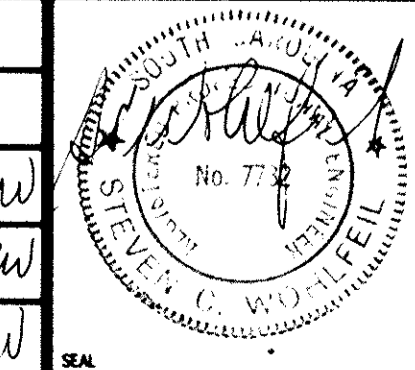


ANDREWS ROAD  
MH-219 TO MH-224



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED PIPE SIZE.	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

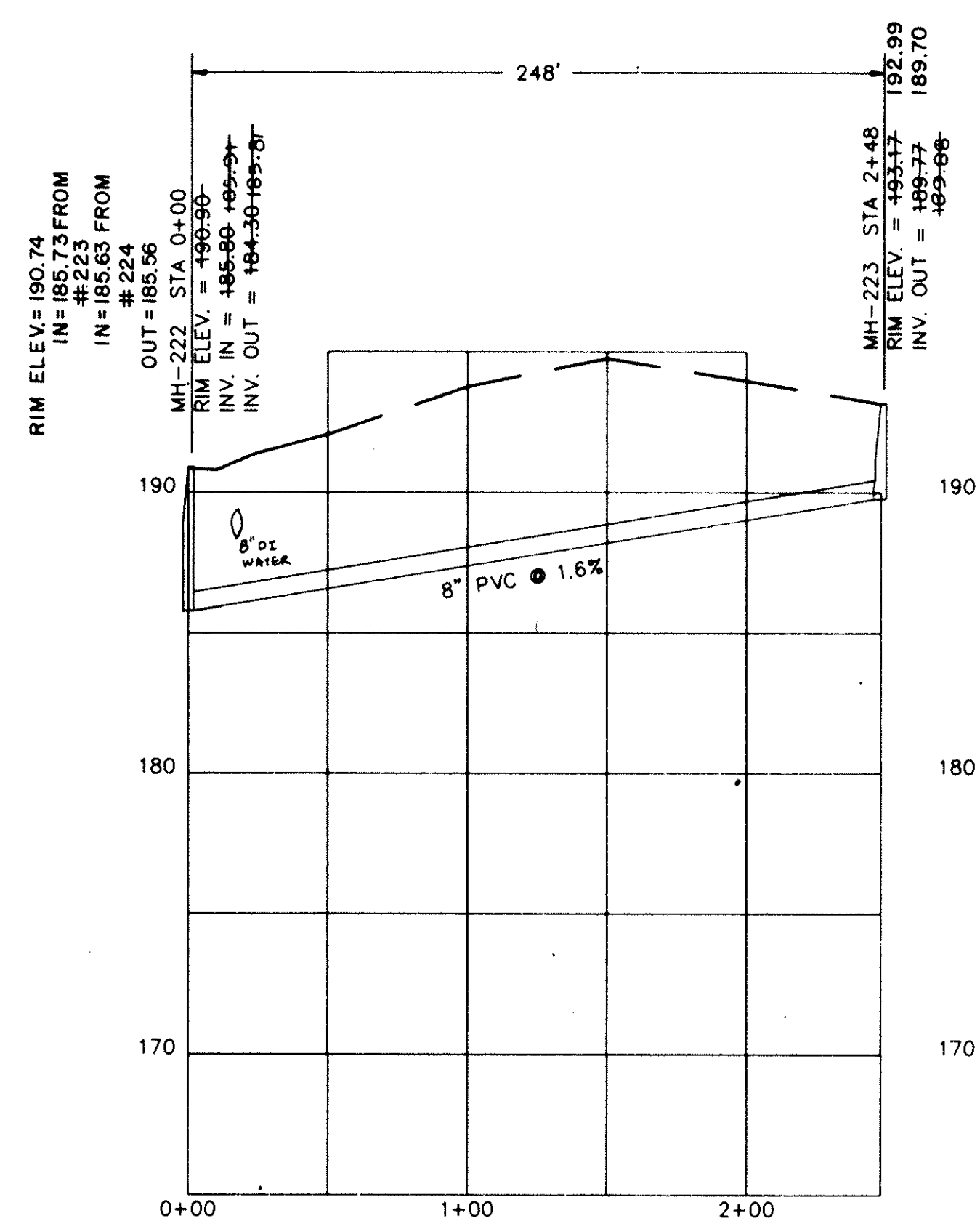


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

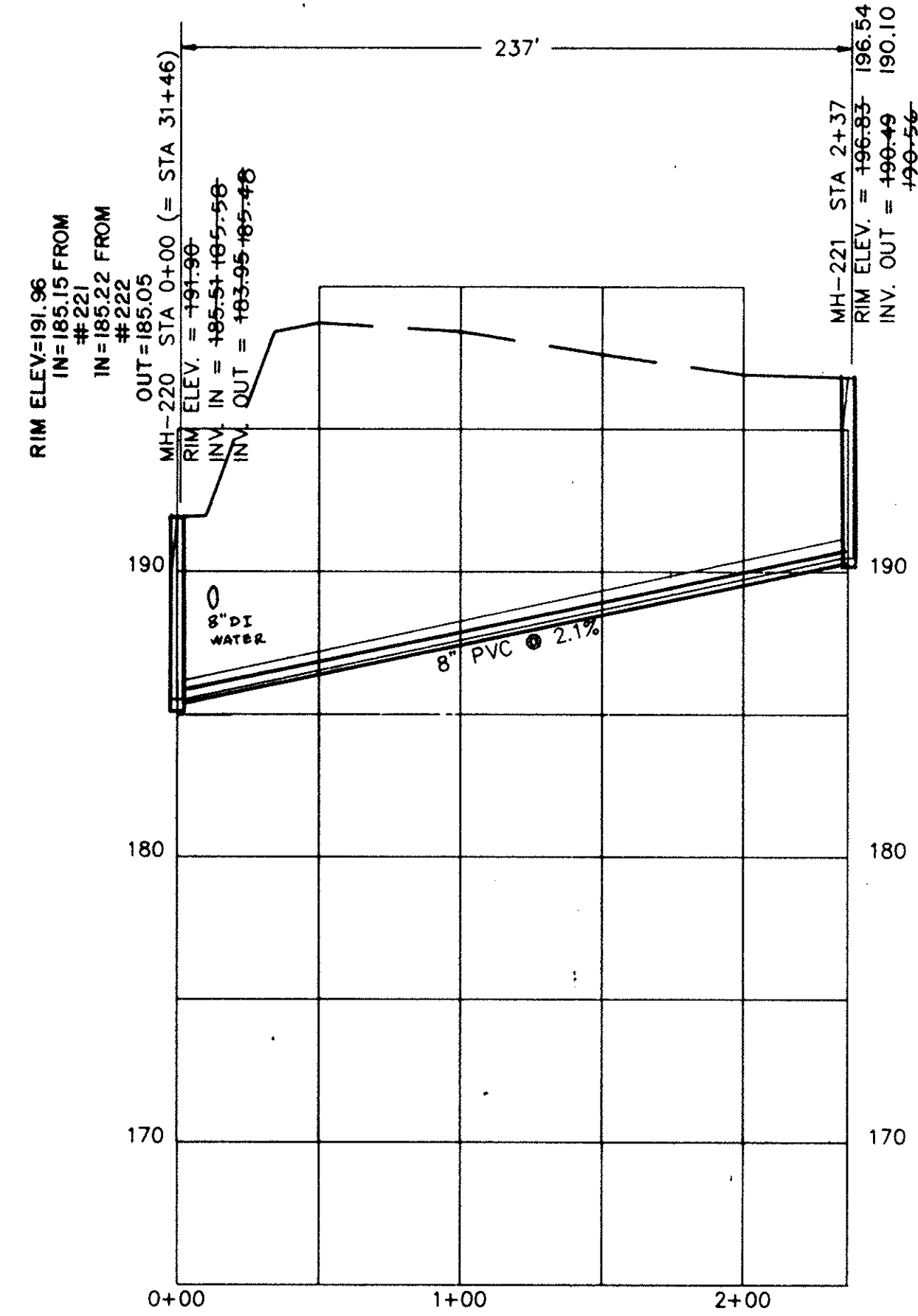
SEWER PLAN & PROFILE  
ANDREWS ROAD

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

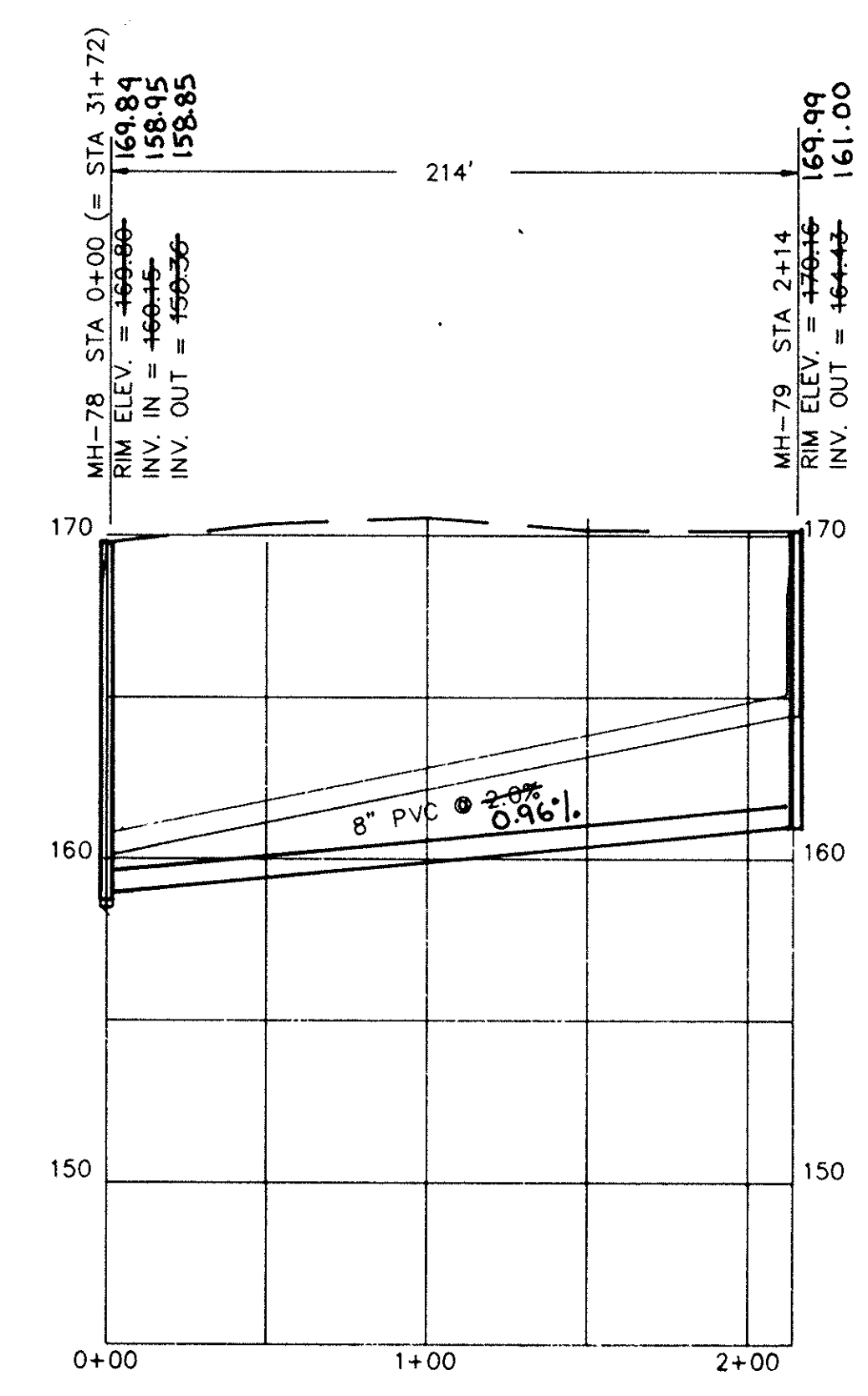
MCM/CAD	SEV/MCM	SCW/ATANDRE
DATE	DESIGN	FILE
9/18/89	88036-39	
SCALE	DATE	DES. NO.



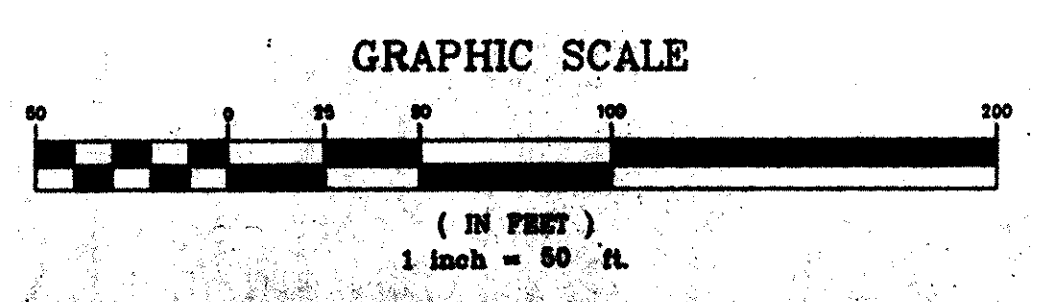
NEAR ANDREWS ROAD  
MH-222 TO MH-223  
SEE SHEET 39 FOR PLAN



NEAR ANDREWS ROAD  
MH-220 TO MH-221  
SEE SHEET 39 FOR PLAN



BLUFF ROAD  
MH-78 TO MH-79  
SEE SHEET 38 FOR PLAN



APPROVED

REVISION		REVISOR		REVISION		REVISOR	
4	TCW	REVISED PER COMMENTS					
3	TCW	RECORD DRAWING					
2	MCM	REVISED INVERTS MH 220, 221, 222 & 223.					
1	GLB	ISSUED FOR APPROVAL					
0	SEV	ISSUED FOR APPROVAL					
REV.	DATE	BY	DESCRIPTION	APP.	DATE	BY	DESCRIPTION

STEVEN C. WOHLFEL  
LICENSED PROFESSIONAL ENGINEER  
No. 7732  
SOUTH CAROLINA

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

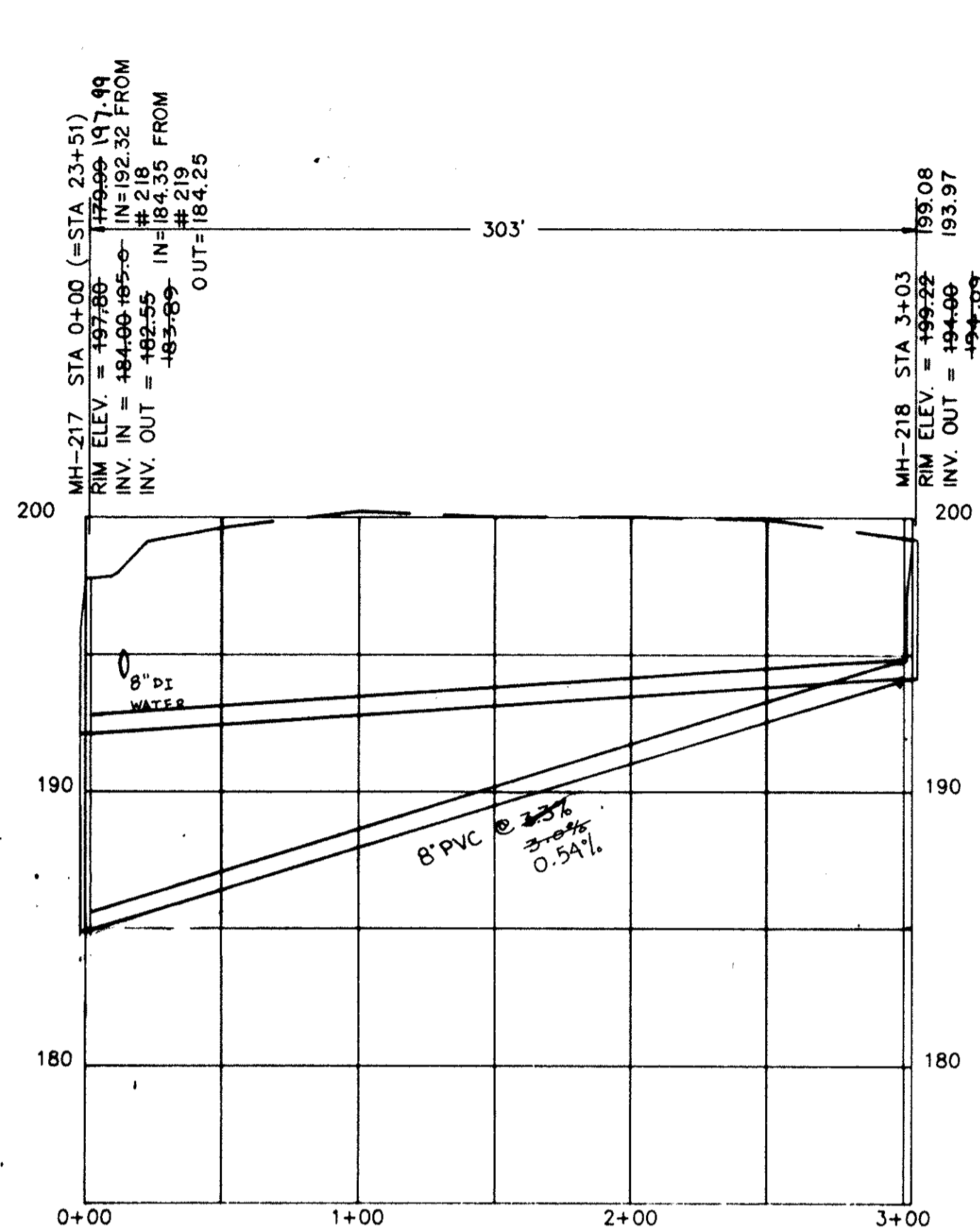
SEWER PROFILE

**prime associates, inc.**  
engineers planners surveyors

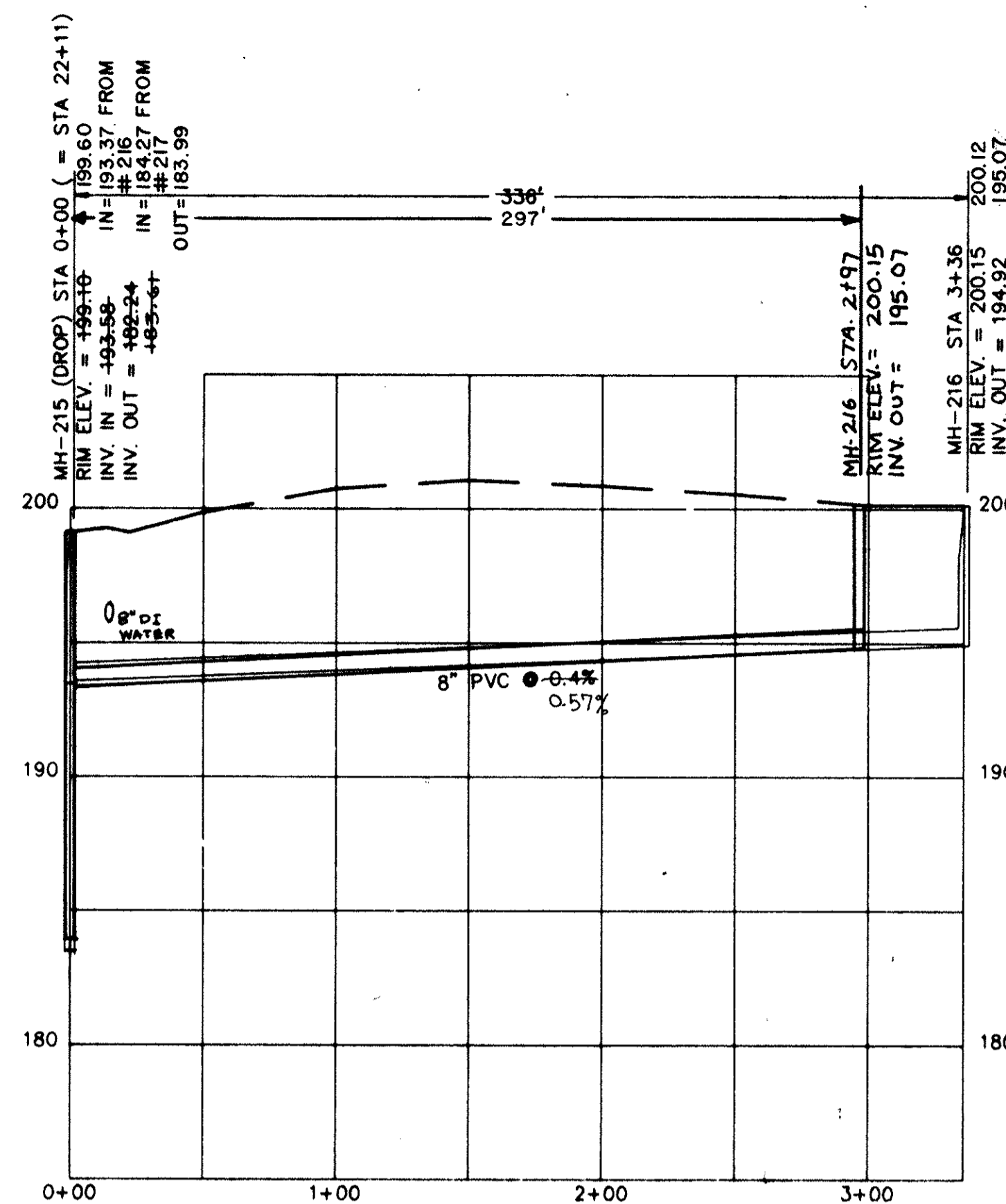
COLUMBIA SOUTH CAROLINA

SEV/CAD	SEV	SCW	ATW-1
DATE	DATE	DATE	DATE
9/18/89	9/18/89	9/18/89	9/18/89

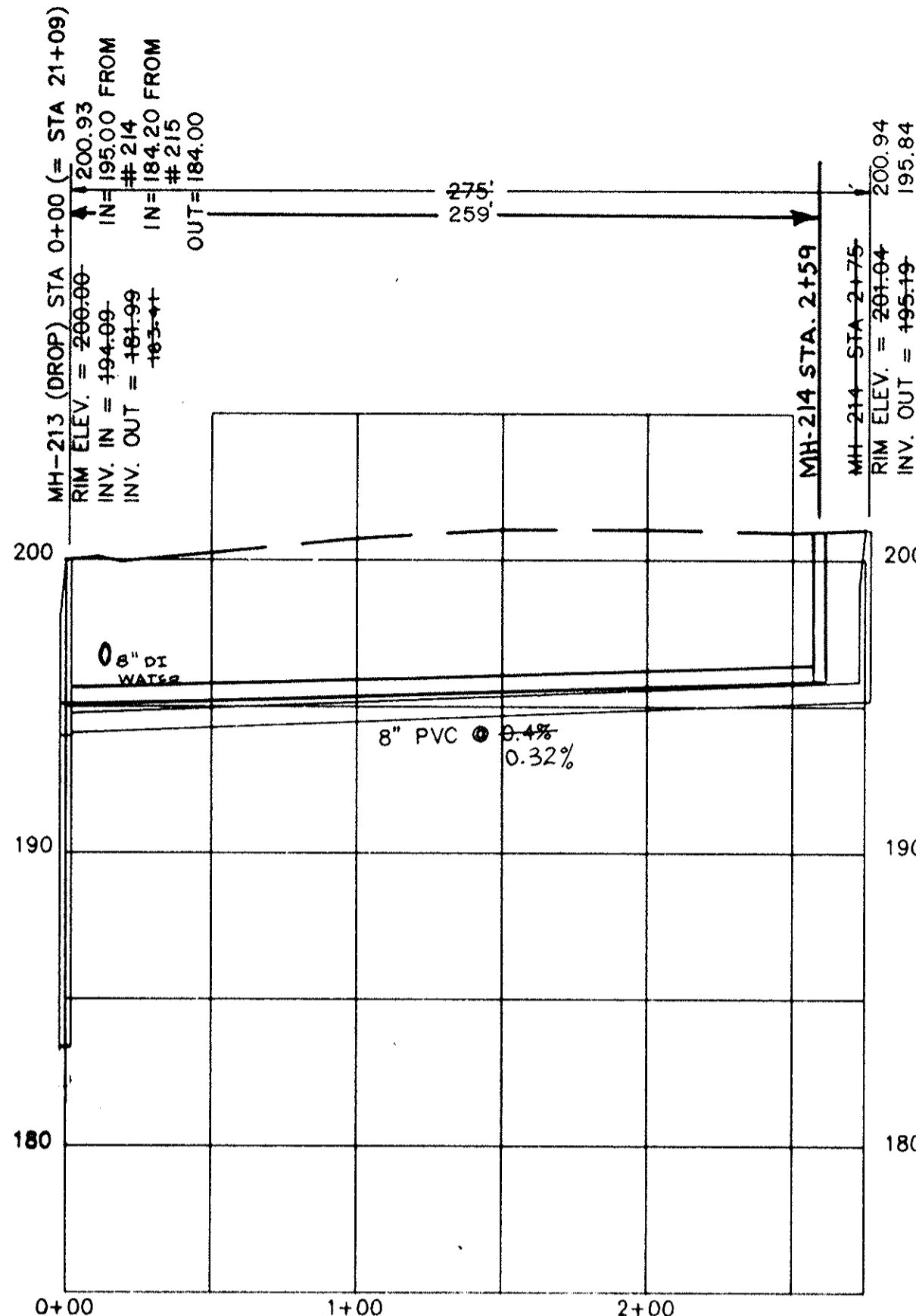
88036-40



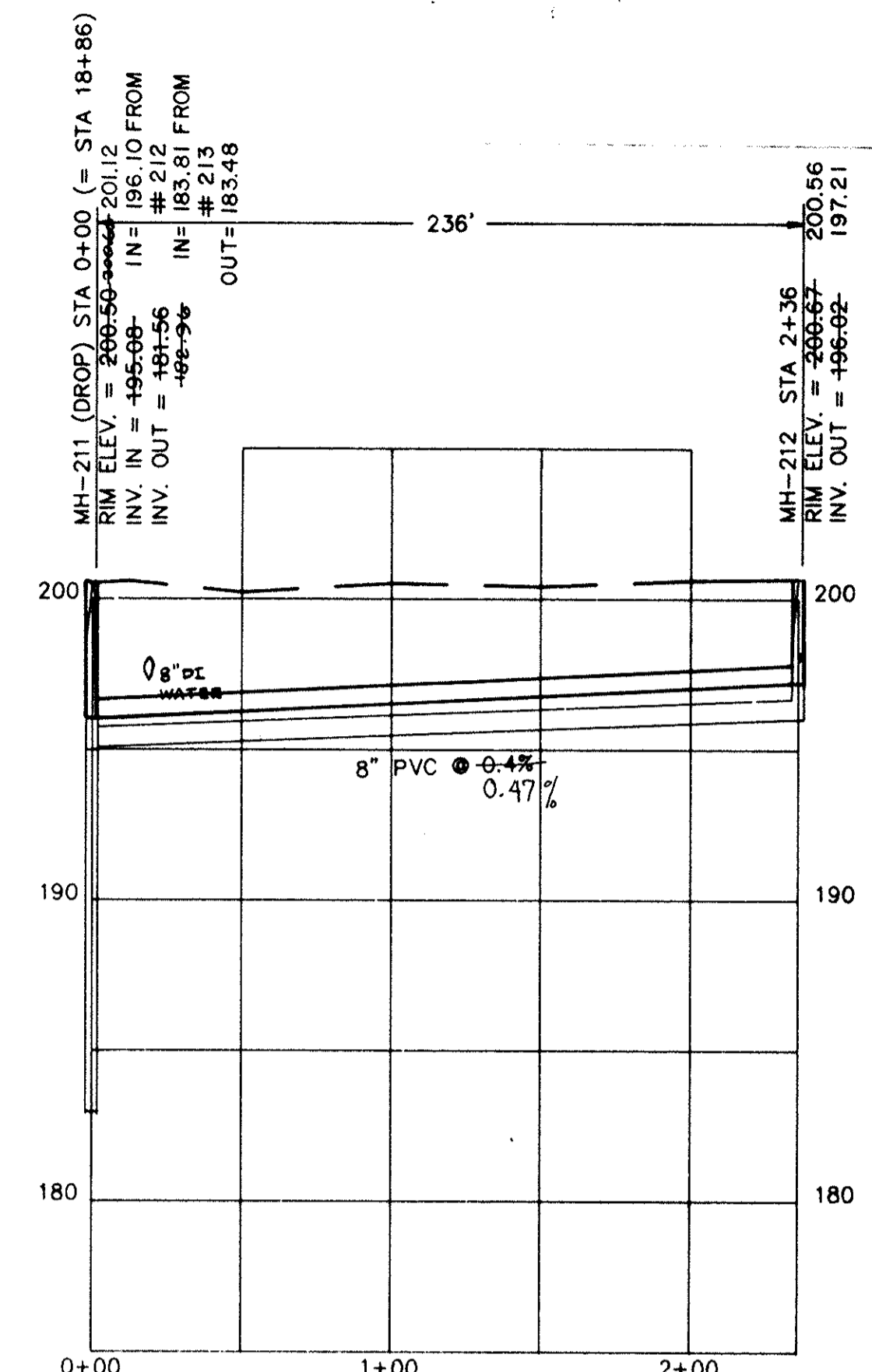
NEAR ANDREWS ROAD  
MH-217 TO MH-218  
SEE SHEET 38 FOR PLAN



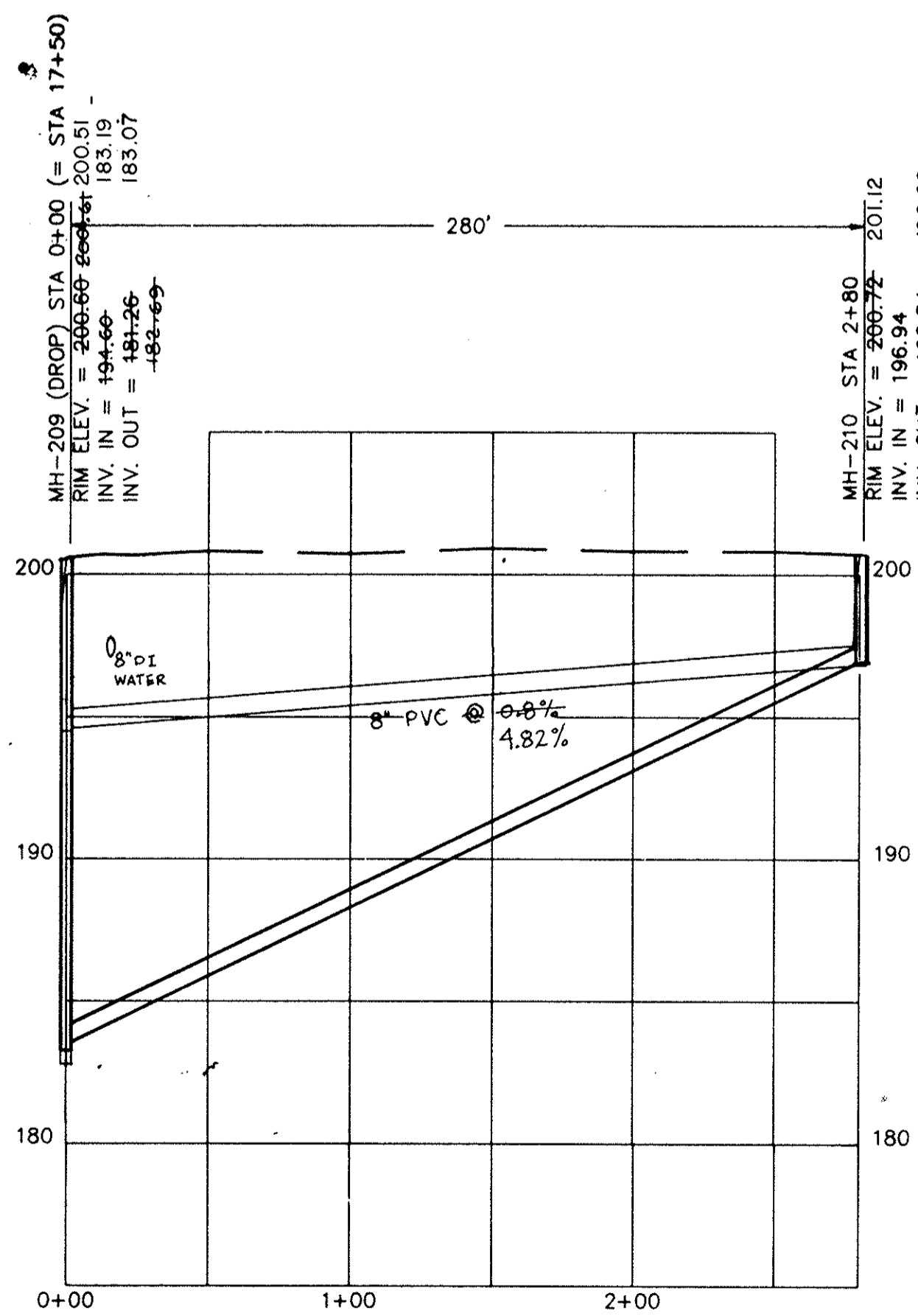
NEAR ANDREWS ROAD  
MH-215 TO MH-216  
SEE SHEET 38 FOR PLAN



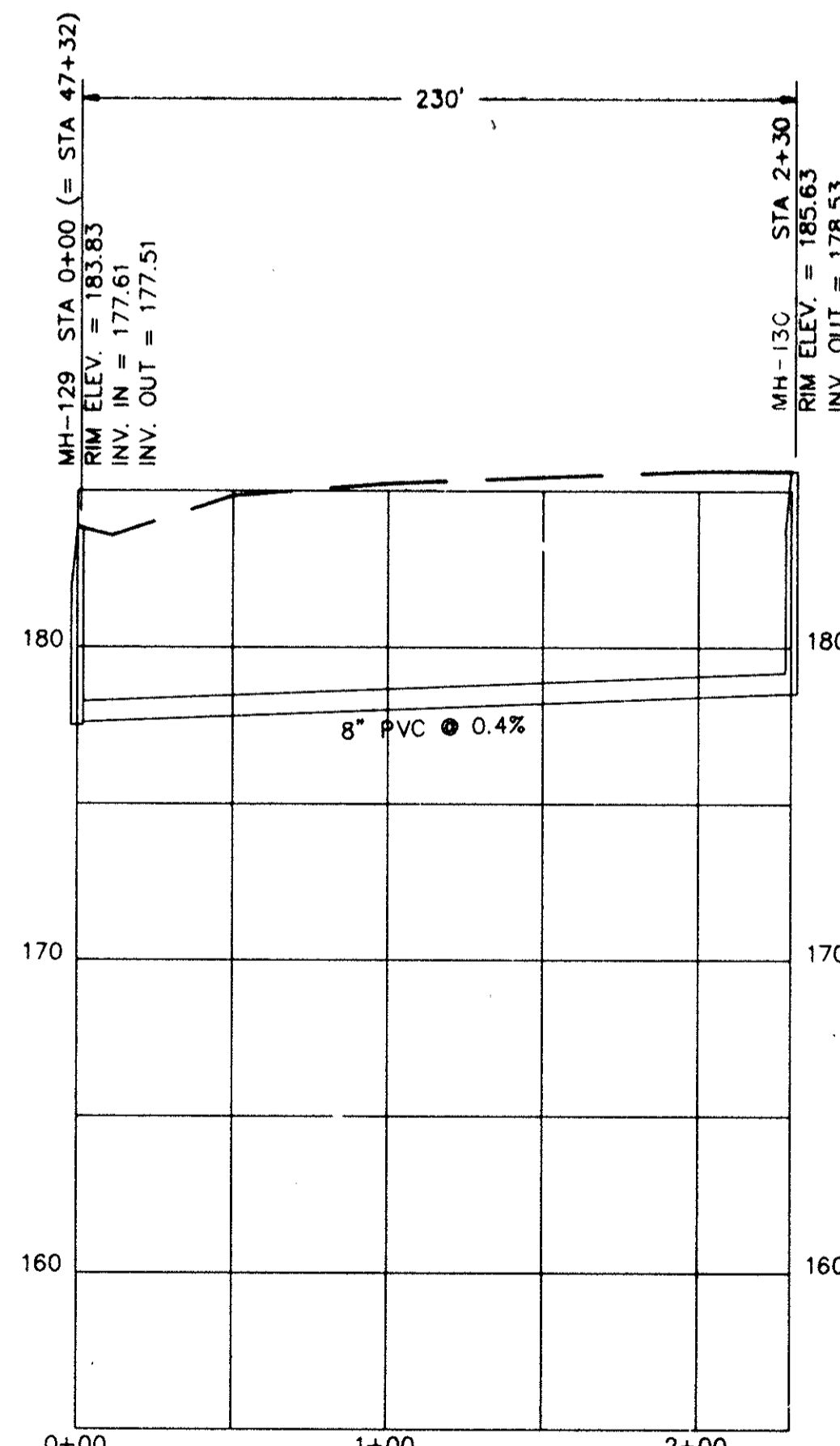
NEAR ANDREWS ROAD  
MH-213 TO MH-214  
SEE SHEET 38 FOR PLAN



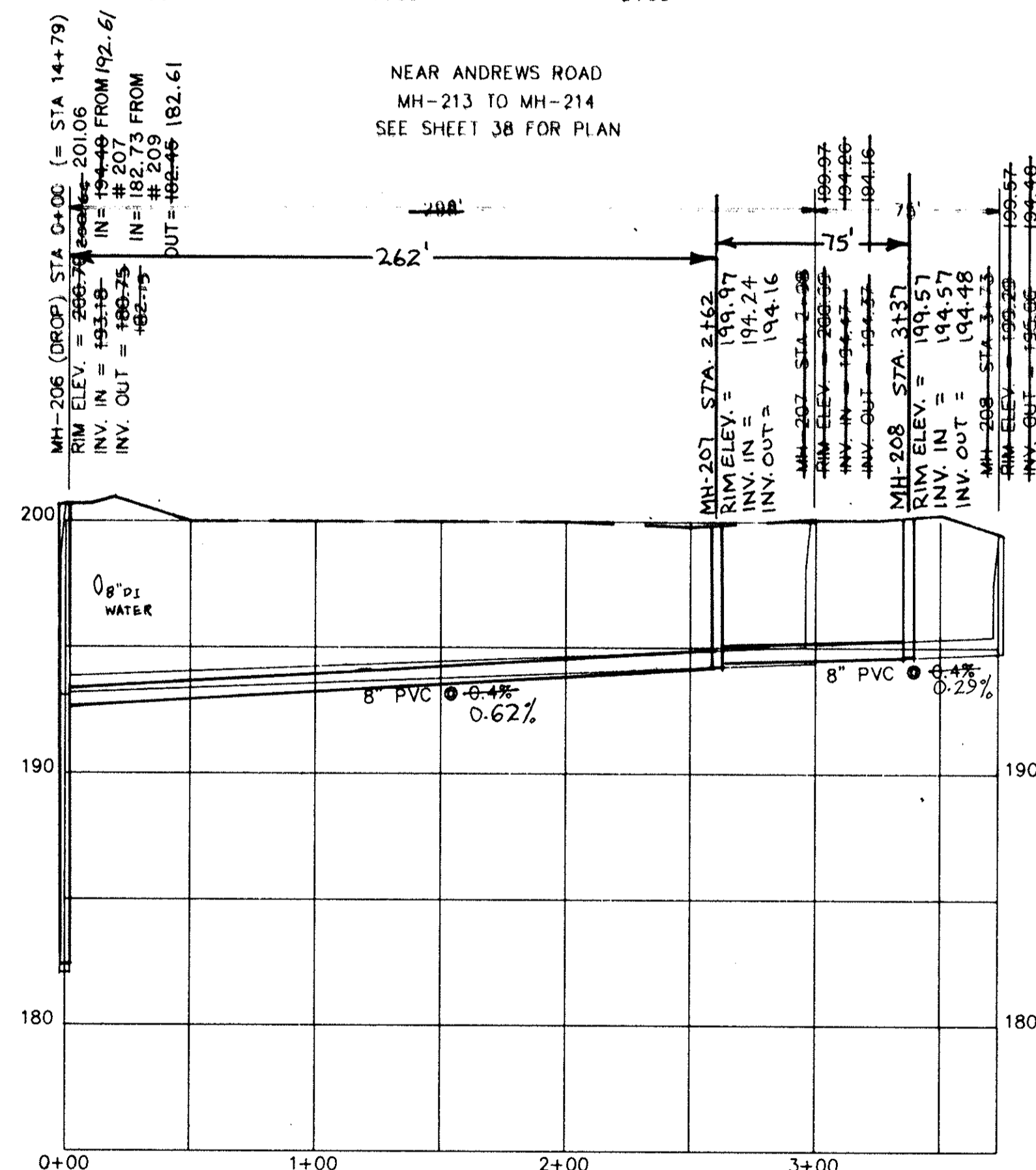
NEAR ANDREWS ROAD  
MH-211 TO MH-212  
SEE SHEET 38 FOR PLAN



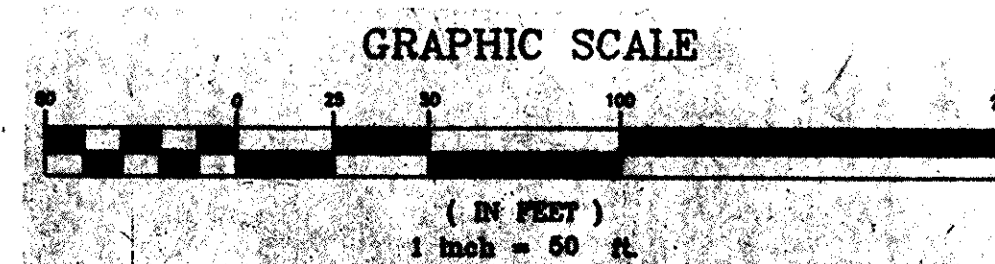
NEAR ANDREWS ROAD  
MH-209 TO MH-210  
SEE SHEET 38 FOR PLAN



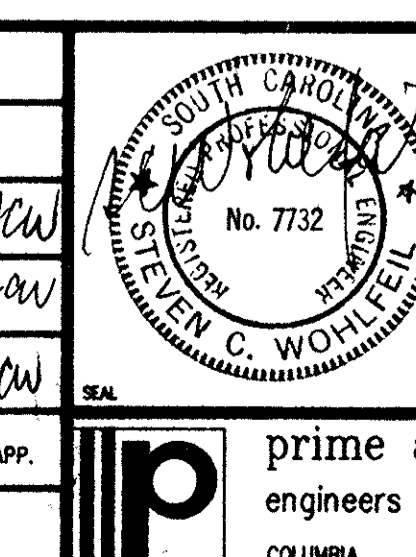
NEAR ANDREWS ROAD  
MH-129 TO MH-130  
SEE SHEET 37 FOR PLAN



NEAR ANDREWS ROAD  
MH-206 TO MH-208  
SEE SHEET 38 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/95	MCM	REVISED INVERTS MH 206, 209, 211, 213, 215, 217 & 218	TCW
1	6/18/95	GLB	ISSUED FOR APPROVAL	TCW
0	9/18/95	SEV	ISSUED FOR APPROVAL	TCW



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

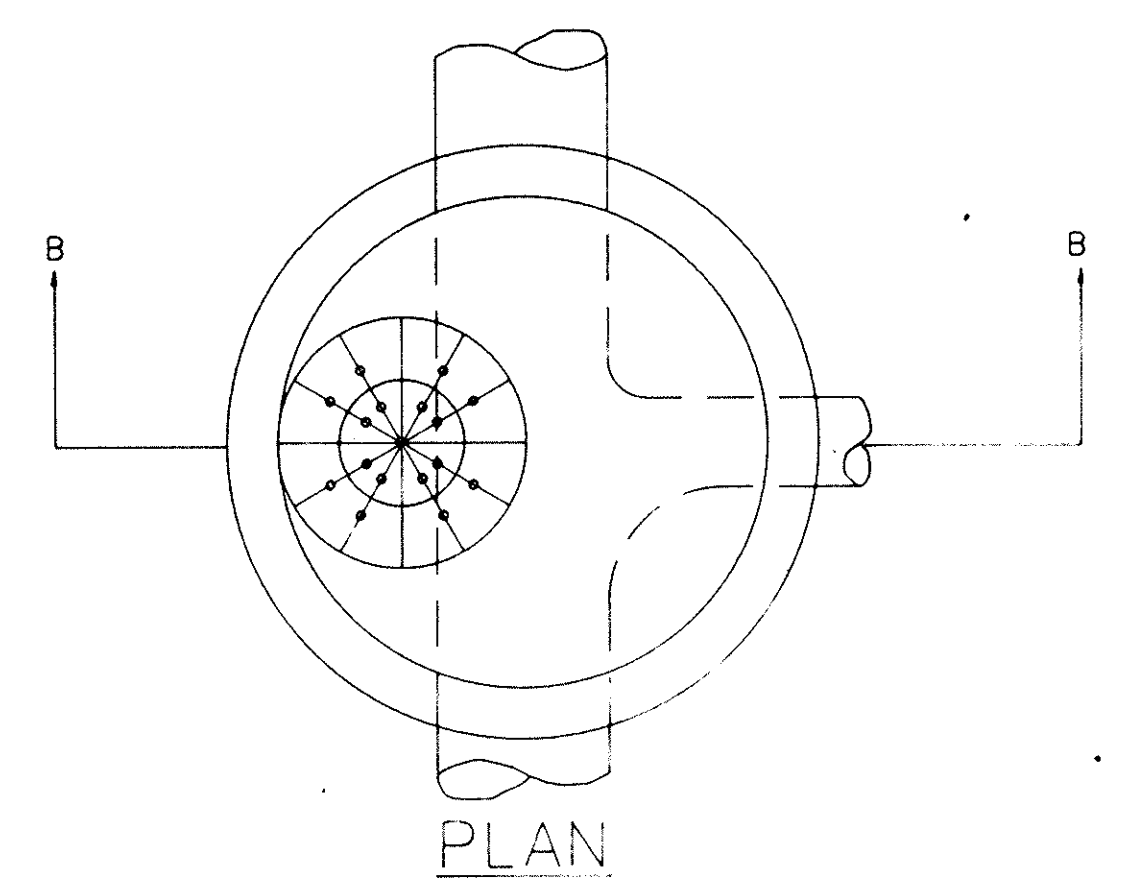
SEWER PROFILE

prime associates, inc.  
engineers planners surveyors

COLUMBIA SOUTH CAROLINA

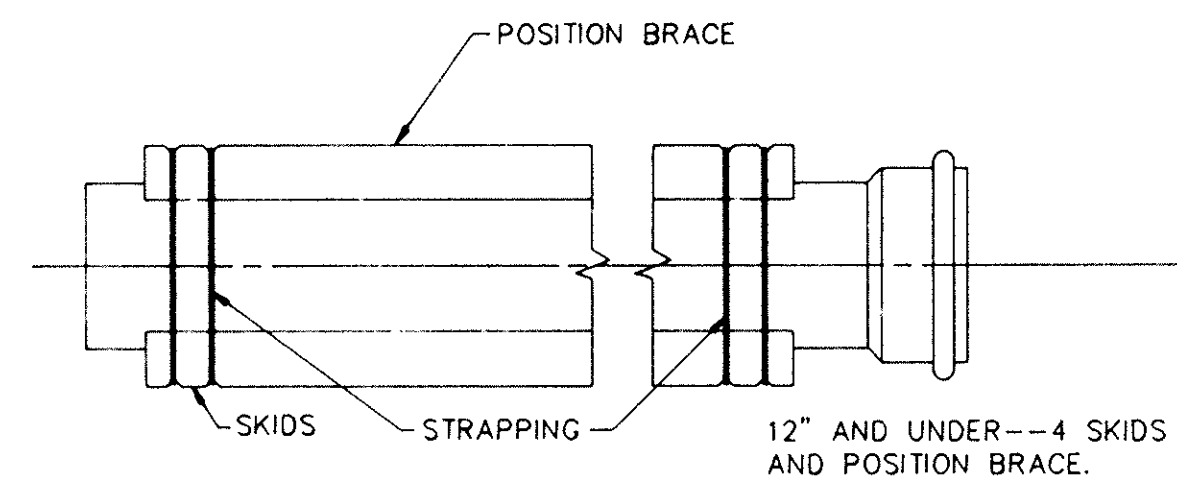
88036-41

APPROVED

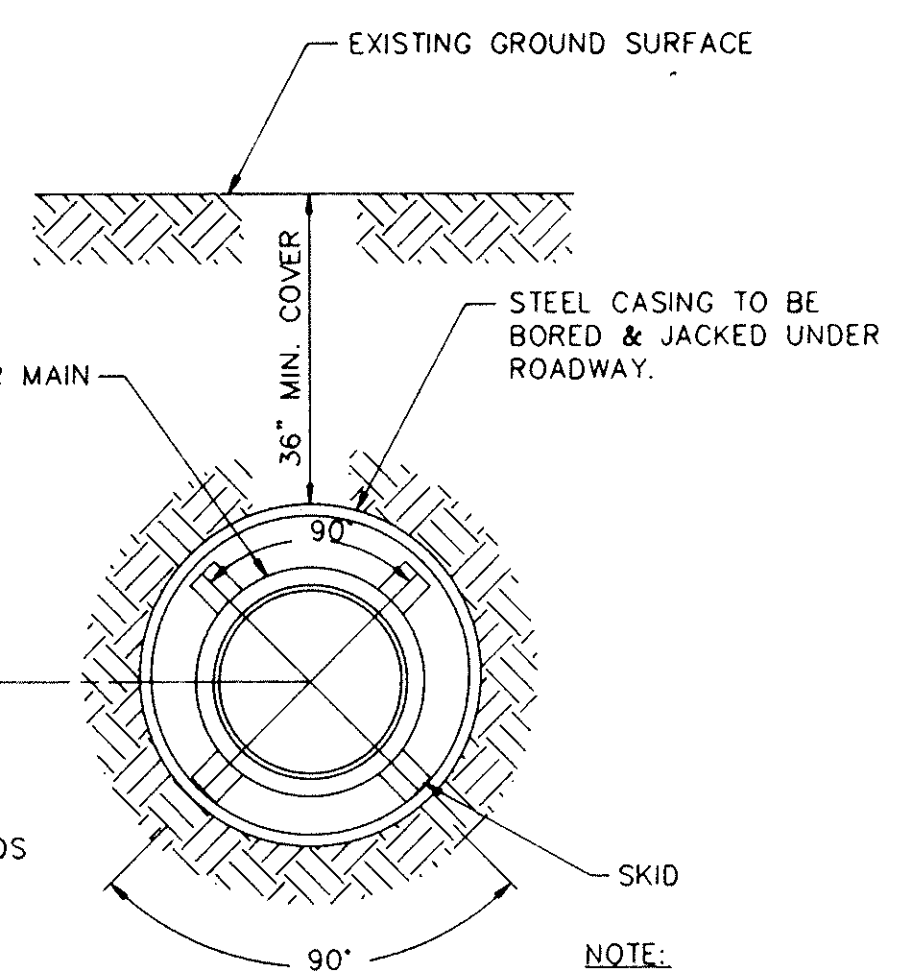


PLAN

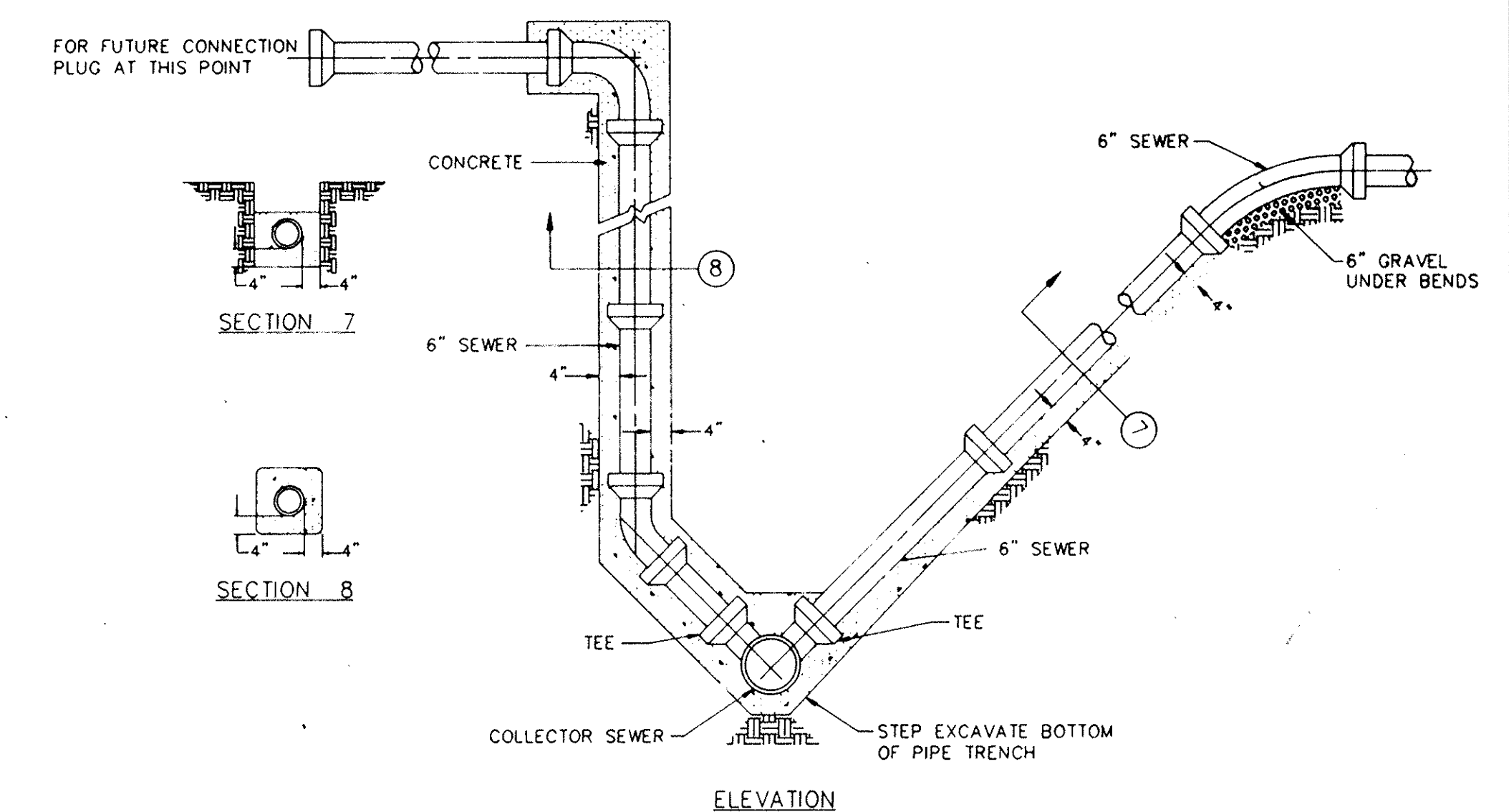
PIPE SIZE (DIAMETER IN INCHES)	CASING SIZE IN INCHES	
	DIAMETER	THICKNESS
4	10	0.188
6	12	0.188
8	16	0.219
10	18	0.250
12	20	0.281
15	24	0.344
18	30	0.406
21	33	0.489
24	36	0.500
27	40	0.500



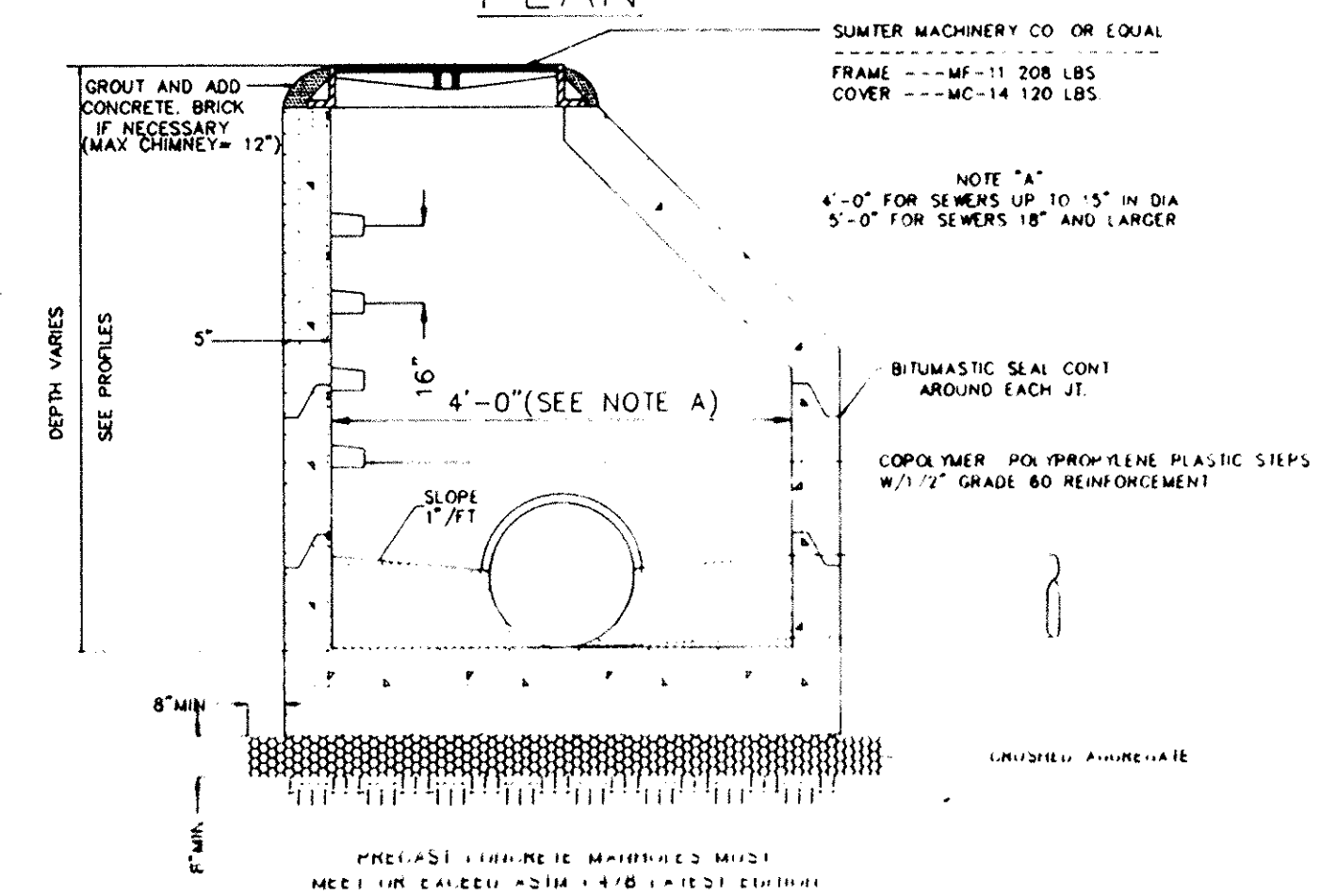
TYPICAL STEEL CASING  
NO SCALE



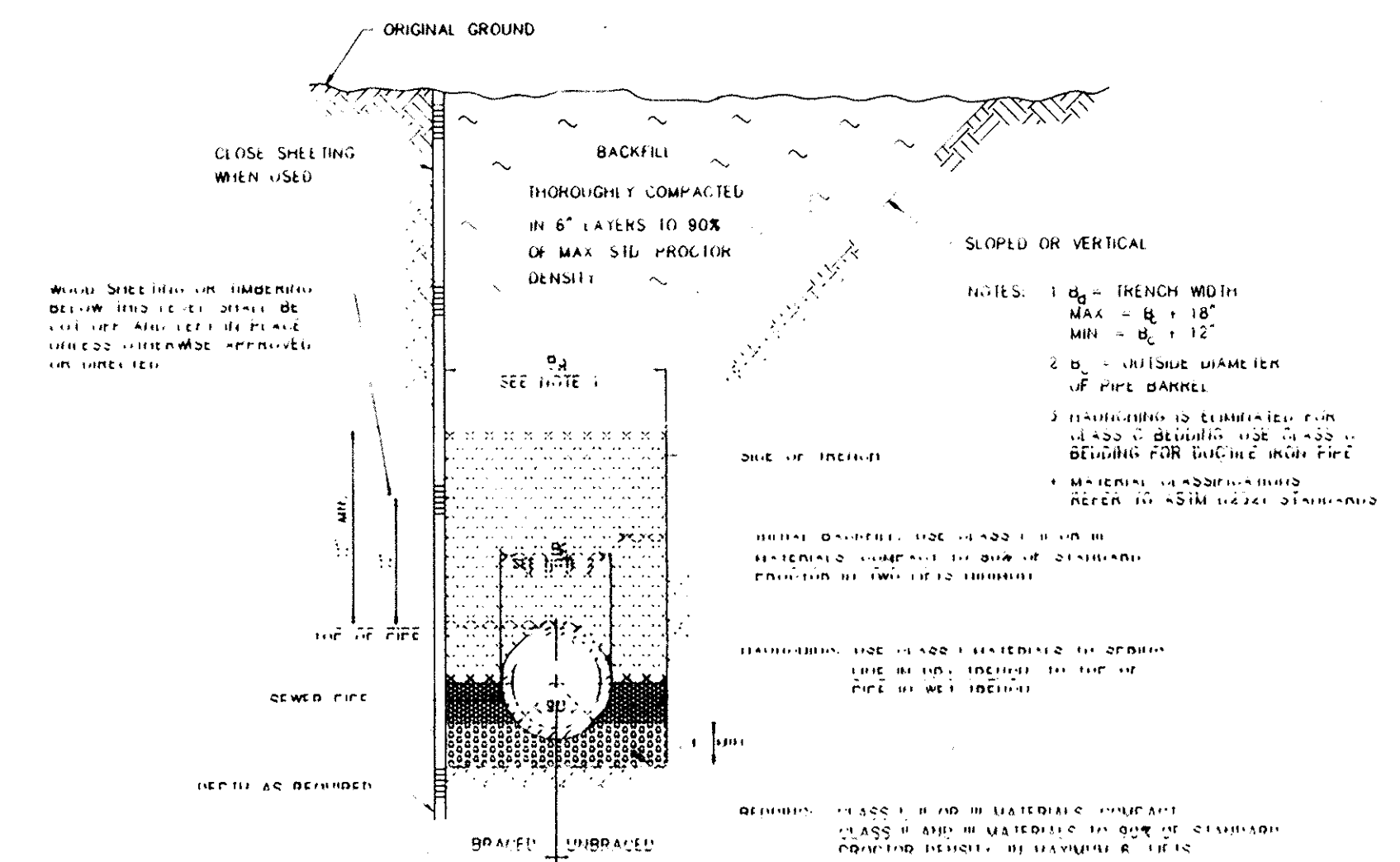
NOTE: ENDS OF CASING WILL BE GROUTED.



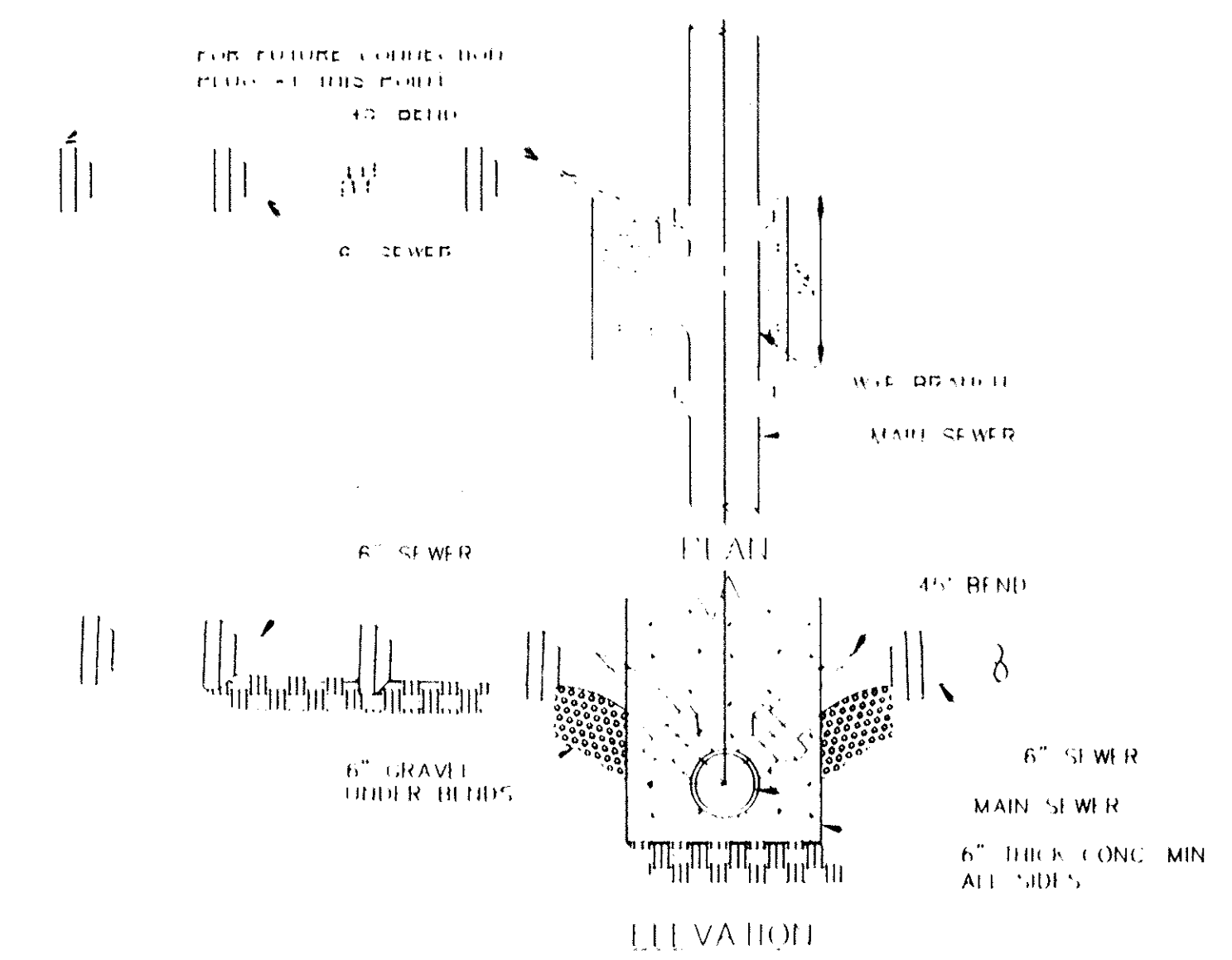
STANDARD SERVICE CONNECTION TYPE "B"  
NO SCALE



PRECAST CONCRETE MANHOLE  
NO SCALE

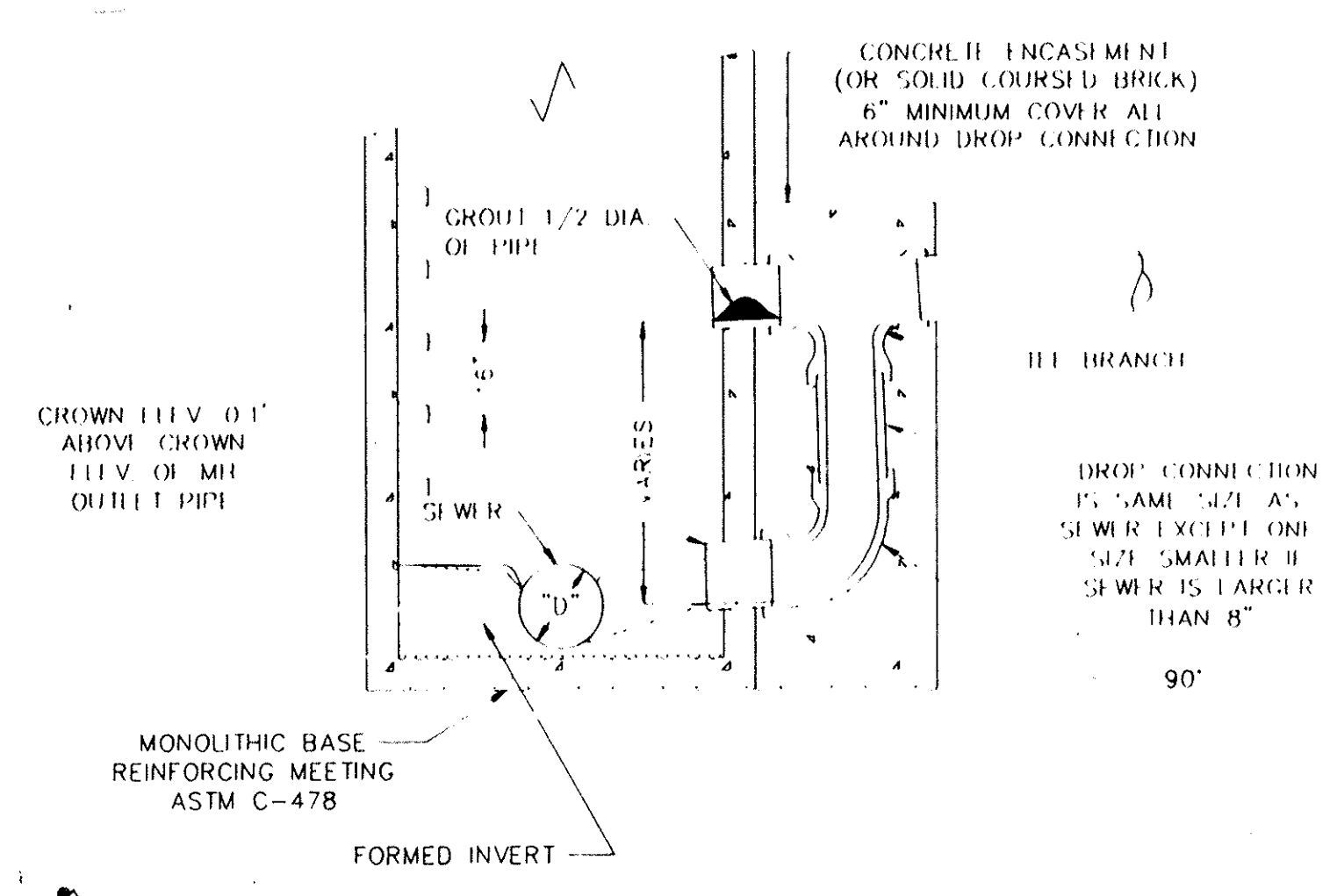


TYP. TRENCH DETAIL FOR PVC PIPE--CLASS B BEDDING  
NO SCALE

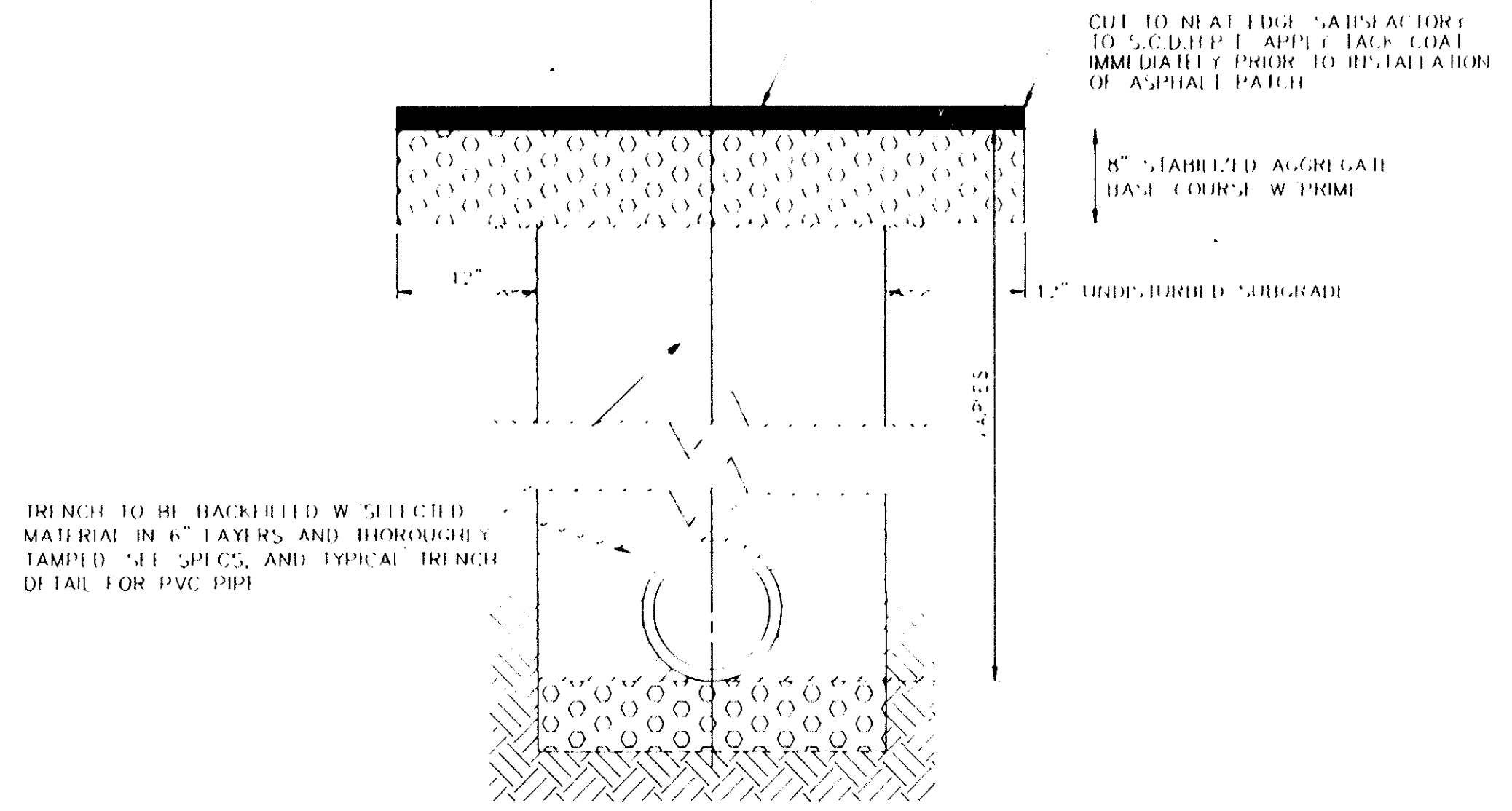


STANDARD SERVICE CONNECTION--TYPE "A"  
NO SCALE

NOTE: SEE TYP. PRECAST MANHOLE FOR ADDITIONAL INFORMATION NOT SHOWN HERE.



PRECAST DROP MANHOLE  
NO SCALE



PAVEMENT REPAIR  
NO SCALE

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
1	5/15/95	TCW	RECORD DRAWING	
2	7/2/95	MAA	ADDED 6" MIN. COVER	
3	11/14/90	GLB	CONV. TO CAD FILE, REV. CASING DETAIL ADD PAVEMENT REPAIR DETAIL	
4	6/8/90	GLB	ISSUED FOR APPROVAL	
5	9/18/89	KJB	ISSUED FOR APPROVAL	

REVISION				
GLB/CAD DRAWN	GLB DESIGN	SCW CHECK	AT/DETAL FILE	RE/REV. DATE
prime associates, inc. engineers planners surveyors COLUMBIA SOUTH CAROLINA				
8/18/89 AS SHOWN SCALE 1"=10'-0"				

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-23HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN SANITARY SEWER LINES TO SERVE THE ARTHURTOWN, LITTLE CAMDEN, AND TAYLORS SANITARY SEWER SYSTEM, PHASE 1.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain sanitary sewer lines to the City of Columbia, as specifically described in the attached DEED TO SANITARY SEWER LINES FOR ARTHURTOWN/LITTLE CAMDEN/TAYLORS SANITARY SEWER SYSTEM, PHASE 1; CF#180-16, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

BW

August 2, 1990

Re: Proposed Sanitary Sewer Plans For  
Arthurstown/Little Camden/Taylor's;  
Prime Associates, Inc.; Plans Dated  
June 8, 1990; City File #130-16

Mr. Jerry Kaster, Director  
Richland County Planning Management Department  
P. O. Box 192  
Columbia, SC 29202

Dear Mr. Kaster:

The referenced plans, received June 11, 1990, have been examined and are approved with the following exceptions and provisions:

1. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
2. The developer must provide the City engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Robert McCoy at 733-8232. Additionally, the developer must provide the project contractor a copy of this approval letter.
3. In the event any of the work related to sanitary sewer on this project is to be performed within public street or road rights-of-way or in an existing City easement by other than City of Columbia forces, indemnification of the City in accordance with Section 6-2002 through 6-2005 of the City Code is required. Should additional information regarding this be required, please contact the City Legal Office at 733-8247.
4. All grading within areas where sanitary sewer lines are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.



5. Where manholes are proposed in unpaved roads, the manhole must be installed behind the ditch line. If these roadways are to be improved (paved), locations as proposed will be acceptable.
6. Separation of sanitary sewers and the existing water mains must meet requirements of the "Ten State Standards".
7. Construction details must be in conformance with City Specifications. It should be noted, precast monolithic manhole base sections are not approved by City Specifications. See Part 17, Standard Detail No. SSC-12.
8. The developer shall be responsible for installation of individual services off the proposed mains. Individual services must be installed to each lot along the route of the proposed mains.
9. Water tight manhole covers shall be installed on manholes in areas subject to flooding.
10. Prior to final acceptance of the sanitary sewers for operation and maintenance, a registered professional engineer must certify that proper infiltration tests have been conducted and infiltration does not exceed 200 gallons per day, per mile, per inch of internal diameter.
11. Treatment of effluent from the reference project will be provided at the Columbia Metro Wastewater Treatment Plant (NPDES Permit No. SC0020940).
12. The proposed sanitary sewers in areas outside public road rights-of-way must be installed in exclusive easements. Easement width shall be sufficient for access and maintenance of the sanitary sewer. Normally easements are minimum 15' wide when "cross country". Where the easement is parallel and contiguous to another easement or public road right-of-way, it may be 10' in width. It shall be the developer's responsibility to obtain all required easements.
13. Construction plan approval is valid for only two years. In the event improvements have not been constructed within that time, plans must be resubmitted for approval and shall be subject to ordinances and regulations in effect on that date.

Mr. Jerry Easter

- 3 -

August 2, 1990

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.  
City Engineer

W:rm S/D-42 XVII

CC: Mr. G. Michael Caughman  
Director of Domestic Wastewater  
Mr. Steven C. Wohlfeil, P. E.  
Prime Associates, Inc.  
Mr. Gregory K. Saunders  
Assistant Richmond County Administrator

~~Handwritten mark~~  
BW

November 1, 1990

Re: Proposed Sanitary Sewer Plans for  
Arthurstown/Little Camden/Taylor's;  
Prime Associates, Inc.; Plans  
Dated June 8, 1990; City File  
#180-16

Mr. Steven C. Wohlfell, P. E.  
Prime Associates, Inc.  
601 Devins Street  
Columbia, SC 29201

Dear Mr. Wohlfell:

This is in response to your letter dated October 23, 1990 with a listing of streets in the area of the referenced project that have been scheduled by Richland County for paving.

Based on the furnished data, item 5 of the August 2, 1990 approval letter for the referenced project is hereby deleted.

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.  
City Engineer

RH:pw S/D-XX-26

CC: Mr. G. Michael Caughman, Division Director of Domestic Wastewater  
Mr. Andy H. Meetze, Richland County Department of Public Works and  
Utilities

STATE OF SOUTH CAROLINA )  
 COUNTY OF RICHLAND )

DEED TO SANITARY SEWER LINES FOR ARTHURTOWN / LITTLE CAMDEN/ TAYLORS SANITARY SEWER SYSTEM, PHASE 1; RICHLAND COUNTY TMS # 11100-01-06, 11110-01-03, 11111-01-02, 11111-01-03, 11111-01-04, 11111-01-05, 11111-01-35, 11111-01-36, 11111-01-51, 11111-01-52, 11111-01-54, 11111-01-55, 11115-01-01, 11115-01-08, 11115-01-12, 11115-03-04, 11115-03-05, 11115-04-01, 11115-04-03, 11115-04-04A, 11115-04-05, 11115-04-14, 11115-04-15, 11115-04-16, 11115-07-19, 11115-07-20, 11115-07-32, 11115-07-39, 11115-08-16, 11115-08-50, 11115-08-51, 11115-08-52, 11115-08-53, 11116-02-02, 11116-02-03, 11116-03-03, 11116-03-19, 11116-03-20, 11116-03-21, 11116-03-22, 11116-03-23, 11116-03-24, 11116-03-25, 11116-03-26, 11116-03-27, 11116-03-28, 11116-03-29, 11116-03-31, 11116-04-03, 11116-04-04, 11116-04-07, 11116-04-09, 11116-04-15, 11116-04-40, 11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46, 11116-04-47, 11116-05-04, 11116-05-05, 11116-05-07, 11210-02-02, 11210-02-03, 11210-02-04, 11210-02-05, 11210-02-06, 11210-02-09, 11210-02-10, 11211-06-30, 11211-06-32, 11211-06-33, 11211-06-34, 11211-06-40, 11211-06-41, 11211-06-42, 11211-06-43, 11211-06-50, 11211-06-54, 11211-06-55, 11211-06-56, 11211-06-57, 11211-06-61, 11211-06-62, 11211-06-63, 11211-06-70, 11211-06-71, 11211-06-72, 11211-06-77, 11211-06-79, 11211-06-82, 11211-06-83, 11211-06-84, 11211-06-85, 11211-06-86, 11211-06-87, 11211-06-88, 11213-01-01, 11213-02-14, 11213-02-15, 11213-03-22, 11213-03-23, 11213-05-05, 11213-05-06, 13701-01-15, 13701-01-20, 13701-01-21, 13701-01-22, 13701-01-23, 13701-04-14, 13701-04-16, 13701-04-17, 13701-04-18, 13701-04-19, 13701-04-20 & 13701-04-29 (PORTION); CF #180-16

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

WHEREAS, Richland County funded and constructed the sanitary sewer lines for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 and the purpose of this document is to transfer ownership of Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 from Richland County to the City of Columbia, the sanitary sewer provider in these areas; and

WHEREAS, the City of Columbia accepted Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 for operation and maintenance on June 2, 1995 through issuance of a temporary letter for operation and maintenance, subject to the finalization

APPROVED AS TO FORM



Legal Department City of Columbia, SC  
5.24.2022

of the transfer of the sanitary sewer system to the City; and

WHEREAS, the sanitary sewer lines described herein and as shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, dated May 15, 1995 are conveyed subject to sanitary sewer easements obtained by Richland County through acquisition and condemnation for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1; and

WHEREAS, the sanitary sewer easements obtained by Richland County for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 shall be assigned and granted to the City of Columbia. Reference is made to each recorded sanitary sewer easement obtained by Richland County in Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, for value received, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8", 12", 15" and 18" in diameter including manholes, manhole castings, service lines to cleanouts, service lines to easement boundaries and all components to complete the system and more clearly shown on City File #180-16.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #180-16, which is incorporated herein by specific reference thereto.

Sheet 1 - An 18" sanitary sewer line beginning at an existing manhole and tie to an existing 15" City of Columbia sanitary sewer line (CF #200-113) located on TMS #11100-01-06, n/f University of South Carolina, south of the Bluff Industrial Boulevard cul-de-sac approximately one hundred sixty-five (165) feet southwest of the southwestern building corner of "Standard Warehouse Building" on TMS #11112-01-29, n/f BYJ, LLC; thence extending therefrom in a southwesterly direction along said TMS #11100-01-06, for a distance of twelve and five tenths (12.5) feet to **MH-1** located on said TMS #11100-01-06, southeast of Bluff Industrial Boulevard cul-de-sac, one hundred seventy-three (173) feet southwest of the southwestern building corner of said "Standard Warehouse Building"; thence extending therefrom in a southeasterly direction crossing said TMS #11100-01-06 and along TMS #11111-01-54, n/f Western Industrial, LLC, for a distance of sixty-two and five tenths (62.5) feet to **MH-2** located on said TMS #11111-01-54, one hundred fifty-five (155) feet southwest of the southwestern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-54 and along TMS #11111-01-52, n/f Sonoco Recycling, LLC, for a distance of three hundred fifty-one (351) feet to **MH-3** located on said TMS #11111-01-52 approximately two hundred forty-four (244) feet southeast of the southeastern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction along TMS #11111-01-52, for a distance of four hundred nine (409) feet to **MH-4** located on said TMS #11111-01-52 approximately one hundred eleven (111) feet southwest of the southwestern building corner of "Sonoco Recycling Building" on TMS #11111-01-51, n/f Sonoco Recycling, LLC; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-52 and TMS #11111-01-51 and along TMS #11111-01-55, n/f Western Industrial, LLC, for a distance of four hundred twenty (420) feet to **MH-5** located on said TMS #11111-01-55 approximately two hundred seventy (270) feet southeast of the southern building corner of said "Sonoco Recycling Building" on said TMS #11111-01-51; Sheet 2 - thence turning and extending therefrom in an easterly direction crossing said TMS #11111-01-55 and along TMS #11111-01-02, n/f Suber, for a distance of four hundred ninety-five (495) feet to **MH-6**

located on said TMS #11111-01-02, twenty-four and five tenths (24.5) feet southeast of the southernmost property corner of TMS # 11111-01-46, n/f Stevenson Warehouses, LLC; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11111-01-02 and TMS #11111-01-03, n/f Richardson and along TMS #11111-01-04, n/f Brown, for a distance of one hundred seventy-eight (178) feet to **MH-7** located on said TMS #11111-01-04 approximately fifty (50) feet southeast of the northwestern property corner of said TMS #11111-01-04; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-04, TMS #11111-01-05, n/f Cannon, TMS #11115-01-01, n/f Hay Hill Services, Inc. and along TMS #11115-01-12, n/f Robinson, for a distance of two hundred fifty-two and six tenths (252.6) feet to **MH-8** located on said TMS #11115-01-12 approximately forty (40) feet northeast of the southwestern property corner of said TMS #11115-01-12; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11115-01-12 and along TMS #11115-01-08, n/f Zion Pilgrim Baptist Church, for a distance of two hundred forty-two (242) feet to **MH-9** located on said TMS #11115-01-08 (now located in Sugar Hill Lane per Arthurtown Paving Project, dated November 27, 1995, prepared for Richland County Department of Public Works, prepared by Florence & Hutcheson, Inc. and being on file with the County Engineer; Project No. RC-PS-95-072), approximately fifty (50) feet northwest of the northernmost property corner of TMS #11115-08-08, n/f Morant; thence turning and extending therefrom in a southeasterly/more southerly direction along Sugar Hill Lane (County Road), for a distance of twenty-five (25) feet to **MH-10** located in Sugar Hill Lane approximately twenty (20) feet northwest of the northernmost property corner of said TMS #11115-08-08; Sheet 3 - thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane and crossing Sugar Hill Point (County Maintained), for a distance of two hundred fifty-three and four tenths (253.4) feet to **MH-11** located in Sugar Hill Lane approximately fifteen (15) feet northwest of the westernmost property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence turning and extending therefrom in a southeasterly direction crossing Sugar Hill Point and along Childs Street (S-40-2187), for a distance of three hundred seventy-five and six tenths (375.6) feet to **MH-12** located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; Sheet 7 - thence a **15" sanitary sewer line** turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of two hundred seventy-four and six tenths (274.6) feet to **MH-25** located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of eighty-nine and one tenth (89.1) feet to **MH-26** located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of four hundred (400) feet to **MH-27** located in Childs Street approximately forty-four (44) feet southeast of the southwestern property corner of TMS #11115-08-36, n/f Green; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of one hundred twelve (112) feet to **MH-28** located in Childs Street approximately fourteen (14) feet west of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence turning and extending therefrom in a northeasterly direction along Zion Avenue (S-40-1569), for a distance of thirty-four and three tenths (34.3) feet to **MH-29** located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of said TMS #11115-08-37; Sheet 13 - thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred twelve and two tenths (212.2) feet to **MH-45** located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of three hundred sixty-six (366) feet to **MH-46** located in Zion Avenue approximately twenty-six (26) feet east of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; Sheet 20 - thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred seventy-two (272) feet to **MH-88** located in the traffic island in the intersection of Zion Avenue and Blair Road (S-40-1568) approximately twenty-nine (29) feet southeast of the southern property corner of TMS #11115-04-11, n/f Zion Hill Baptist Church; Sheet 22 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ninety-four (394) feet to **MH-**

**89** located in Blair Road approximately seventeen (17) feet southwest of TMS #11100-01-14, n/f The Retreat Columbia Property Owners Association; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred twenty-nine (229) feet to **MH-89A** located in Blair Road approximately twenty (20) feet northwest of the northern property corner of TMS #11115-06-03, n/f DG Bluff, LLC; thence turning and extending therefrom in a northeasterly direction along Blair Road and Bluff Road (SC 48), for a distance of one hundred and two tenths (100.2) feet to **MH-91** located in the intersection of Blair Road and the northeastern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Bluff Road and along Blair Road, for a distance of two hundred ninety-eight (298) feet to **MH-92** located in Blair Road approximately one hundred twenty-one (121) feet southwest of the northern property corner of said TMS #13603-06-51; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ten (310) feet to **MH-93** located in the intersection of Blair Road and Joe Louis Drive (S-40-1652) approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; Sheet 23 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-94** located in Blair Street approximately twenty-three (23) feet west of the northern property corner of TMS #13603-06-69, n/f Reed; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-95** located in Blair Road approximately thirty (30) feet northwest of the northern property corner of TMS #13604-07-04, n/f Johnson; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred sixty-eight (268) feet to **MH-96** located in Blair Road approximately twenty-five (25) feet northwest of the northern property corner of TMS #13604-07-09, n/f Gold; thence terminating.

Sheet 23 - **Also**, an 8" sanitary sewer line beginning at **MH-93** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Blair Road and Joe Louis Drive approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; thence extending therefrom in a northwesterly direction crossing Blair Road and along Joe Louis Drive, for a distance of one hundred sixty-one (161) feet to **MH-97** located in Joe Louis Drive approximately one hundred sixty (160) feet southwest of the easternmost property corner of TMS #11116-04-18, n/f Gilberts Properties, LLC; Sheet 24 - thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred fifty-five (155) feet to **MH-99** located in Joe Louis Drive approximately sixteen (16) feet northeast of the easternmost property corner of said TMS #11116-04-18; thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred sixty-four (164) feet to **MH-100** located in Joe Louis Drive approximately thirty-nine (39) feet southeast of the southeastern property corner of TMS #13604-10-19, n/f Peterson; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-101** located in Joe Louis Drive approximately forty-four (44) feet southeast of the southeastern property corner of TMS #13604-10-13, n/f Le Grand Investments, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-102** located in Joe Louis Drive approximately forty-seven (47) feet northwest of the northwestern property corner of TMS #13604-09-07, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred twenty-seven (327) feet to **MH-103** located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; Sheet 25 - thence turning and extending therefrom in a southeasterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road (S-40-727), for a distance of two hundred nine (209) feet to **MH-105** located in the intersection of Ehrlich Street (County Road) and the outer perimeter of the southwestern right-of-way of Shop Road approximately seventeen (17) east of TMS #13604-09-03, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Shop Road, for a distance of sixty (60) feet to **MH-106** located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road

approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of two hundred seventy-seven (277) feet to **MH-107** located in the outer perimeter of the northeastern right-of-way of Shop Road approximately ten (10) feet northwest of the southernmost property corner of TMS #13604-02-01, n/f Charleston Seven Group, LLC; thence terminating.

Sheet 25 - **Also**, an 8" sanitary sewer line beginning at **MH-103** and tie to the aforescribed 8" sanitary sewer line located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; thence extending therefrom in a northwesterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road, for a distance of two hundred ninety-six (296) feet to **MH-104** located in the outer perimeter of the southwestern right-of-way Shop Road approximately twenty-three (23) feet northwest of the northeastern property corner of TMS #11116-04-17, n/f Seawell; thence terminating.

Sheet 26 – **Also**, an 8" sanitary sewer line beginning at **MH-106** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northeasterly direction along Ehrlich Street, for a distance of three hundred (300) feet to **MH-109** located in Ehrlich Street approximately forty-five (45) feet northeast of the southeastern property corner of TMS #13701-03-04, n/f Peralta Investments, LLC; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-46** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-six (26) feet northeast of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; thence extending therefrom in a southwesterly direction crossing Zion Avenue and along Barnes Street (S-40-2796), for a distance of fifty (50) feet to **MH-52** located in Barnes Street approximately thirty-six (36) feet southwest of the eastern property corner of said TMS #11115-07-18; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-eight and six tenths (258.6) feet to **MH-53** located in Barnes Street approximately twenty-six (26) feet south of the southwestern property corner of TMS #11115-07-17, n/f Hunter; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred one and four tenths (301.4) feet to **MH-54** located in Barnes Street approximately thirty (30) feet northwest of the northeastern property corner of TMS #11115-07-29, n/f Brown Chapel AME Church, Inc.; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred forty-two and three tenths (242.3) feet to **MH-55** located in Barnes Street approximately thirty-two (32) feet west of the northeastern property corner of TMS #11115-07-31, n/f Salley; thence terminating.

Sheet 14 - **Also**, a 12" sanitary sewer line beginning at **MH-29** and tie to the aforescribed 15" and 12" sanitary sewer lines located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-seven and four tenths (167.4) feet to **MH-47** located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of two hundred and fifty-five (255) feet to **MH-48** located in Zion Avenue approximately twenty (20) feet southwest of the southernmost property corner of TMS #11115-02-06, n/f Community Assistance Provider; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-six (166) feet to **MH-49** located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northwesterly direction along Zion Avenue, for a distance of two hundred forty-three and



seven tenths (243.7) feet to **MH-50** located in the intersection of the Zion Avenue and Simmons Street (S-40-1570) approximately thirty-five (35) feet northeast of the northernmost property corner of TMS #11115-01-06, n/f Hay Hill Services, Inc.; Sheet 18 - thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Zion Avenue and along Simmons Street, for a distance of two hundred eighty-eight and four tenths (288.4) feet to **MH-75** located in Simmons Street approximately fifty-five (55) feet southwest of the northern property corner of TMS #11116-06-06, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Simmons Street, for a distance of two hundred seventy-eight and eight tenths (278.8) feet to **MH-76** located in Simmons Street approximately fifty-four (54) feet southwest of the northern property corner of TMS #11116-06-01, n/f Watts; thence terminating.

Sheet 13 & 15 - **Also**, an 8" sanitary sewer line beginning at **MH-47** and tie to the aforescribed 12" and 8" sanitary sewer lines located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence extending therefrom in a northeasterly direction along Frasier Street (County Road), for a distance of one hundred ninety-two (192) feet to **MH-68** located in Frasier Street approximately thirty-four (34) feet northeast of the southern property corner of TMS #11115-02-02, n/f Deneal; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of one hundred seventy-two (172) feet to **MH-69** located in Frasier Street approximately twenty-four (24) feet northwest of the western property corner of TMS #11115-03-14, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred fifty-one and five tenths (351.5) feet to **MH-70** located in Frasier Street and the outer perimeter of the southwestern right-of-way of Bluff Road approximately fourteen (14) feet northwest of the northernmost property corner of TMS #11115-03-01, n/f Jackson; Sheet 16 - thence turning and extending therefrom in a northwesterly direction crossing Frasier Street and along the outer perimeter of the southwestern right-of-way of Bluff Road, for a distance of two hundred seventeen and three tenths (217.3) feet to **MH-71**, located in the outer perimeter of the southwestern right-of-way of Bluff Road approximately five (5) feet northeast of the northeastern property corner of TMS #11116-05-02, n/f Young; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-52** and tie to the aforescribed 8" sanitary sewer line located in Barnes Street approximately forty-five (45) feet west of the northernmost property corner of TMS #11115-07-19, n/f Brown's Chapel AME Church Trustees; thence extending therefrom in a southwesterly direction crossing Barnes Street, said TMS #11115-07-19 and along TMS #11115-07-20, n/f Brown's Chapel AME Church Trustees, for a distance of one hundred twenty-nine (129) feet to **MH-87** located on said TMS #11115-07-20 approximately fifty-six (56) feet south of the southernmost property corner of said TMS #11115-07-19; thence terminating.

Sheet 4 - **Also**, an 8" sanitary sewer line beginning at **MH-11** located in the outer perimeter of the southeastern right-of-way of Sugar Hill Lane approximately fifteen (15) feet northwest of the northwestern property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of four hundred two (402) feet to **MH-13** located in Sugar Hill Lane approximately forty-six (46) feet northwest of the northernmost property corner of TMS #11115-08-21, n/f Rose; thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of two hundred twenty-eight (228) feet to **MH-14** located in Sugar Hill Lane approximately thirty (30) feet northeast of the northwestern property corner of TMS #11115-08-25, n/f Myers; thence terminating.

Sheet 5 - **Also**, an 8" sanitary sewer line beginning at **MH-10** on the aforescribed 18" sanitary sewer line located in the southeastern right-of-way of Sugar Hill Lane approximately twenty (20) feet northwest of the northern property corner of TMS #11115-08-08, n/f Morant; thence extending therefrom in southwesterly direction along Sugar Hill Lane, for a distance of three hundred eighty-three and one tenth (383.1) feet to **MH-15** located in Sugar Hill Lane approximately thirty-three (33) feet northeast of the northwestern property corner of TMS #11115-08-02, n/f Washington; thence turning and

extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-four and two tenths (364.2) feet to **MH-16** located in Sugar Hill Lane approximately thirty-four (34) feet northeast of the northwestern property corner of TMS #11111-01-26, n/f Walker; thence turning and extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-seven and six tenths (367.6) feet to **MH-17** located in Sugar Hill Lane approximately nineteen (19) feet north of the northwestern property corner of TMS #11111-01-20, n/f Laudaverde; thence terminating.

Sheet 6 - **Also**, an 8" sanitary sewer line beginning at **MH-12** and tie to the aforescribed 18" sanitary sewer line located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; thence extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred fifty-one (251) feet to **MH-18** located in Childs Street approximately fifty-four (54) feet northeast of the western property corner of TMS #11115-08-62, n/f Tillman; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-five and three tenths (295.3) feet to **MH-19** located in Childs Street approximately twenty-nine (29) feet northeast of the northwestern property corner of TMS #11115-08-70, n/f Jenkins; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of three hundred seven (307) feet **MH-20** located in Childs Street approximately thirty-three (33) feet southwest of the southwestern property corner of TMS #11111-01-30, n/f Banner; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-nine (299) feet to **MH-21** located in Childs Street approximately twenty-six (26) feet southeast of the northeastern property corner of TMS #11110-01-03, n/f Simmons; thence turning and extending therefrom in a southwesterly direction crossing Childs Street and said TMS #11110-01-03 and along TMS #11111-01-35, n/f Smith, for a distance of one hundred ten and five tenths (110.5) feet to **MH-22** located on TMS #11111-01-35 approximately twenty-five (25) feet northeast of the southwestern property corner of said TMS #11111-01-35; thence turning and extending therefrom in a southwesterly direction crossing said TMS #11111-01-35, TMS #11111-01-36, n/f Doctor and along an 16' Dirt Road Parcel, for a distance of one hundred fifteen (115) feet to **MH-23** located on said 16' Dirt Road Parcel approximately eight (8) feet northwest of the southwestern property corner of TMS#11111-01-36; thence turning and extending therefrom in a northwesterly direction along said 16' Dirt Road Parcel, for a distance of one hundred nineteen and seven tenths (119.7) feet to **MH-24** located on said 16' Dirt Road Parcel approximately ten (10) feet north of the northeastern property corner of TMS #11111-01-42, n/f Woods; thence terminating.

Sheet 7 - **Also**, an 8" sanitary sewer line beginning at **MH-26** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence extending there from in a northwesterly direction crossing Childs Street, Childs Lane (County Road) and along said TMS #11115-08-16, for a distance of one hundred sixty-six and three tenths (166.3) feet to **MH-30** located on said TMS #11115-08-16 approximately nineteen (19) feet north of the northern property corner of TMS #11115-08-18, n/f Corbin; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-08-16, Childs Lane and along said TMS #11115-08-16, for a distance of two hundred seventy-four (274) feet to **MH-31** located on said TMS #11115-08-16 approximately fourteen (14) feet west of the western property corner of TMS #11115-08-31, n/f Watson; thence terminating.

Sheet 9 - **Also**, a 12" sanitary sewer line beginning at **MH-25** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence extending therefrom in a southeasterly direction crossing Childs Street, TMS #11115-08-50, TMS #11115-08-51 and along Riley Street, for a distance of two hundred twenty-four (224) feet to **MH-32** located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of said TMS #11115-08-51; thence an **8" sanitary sewer line** turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred eight (208) feet to **MH-35** located in Riley Street

approximately twenty-one (21) feet southeast of the southwestern property corner of TMS #11115-08-55, n/f Lovell; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred four (204) feet to **MH-36** located in Riley Street approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence turning and extending therefrom in a southeasterly direction crossing Riley Street and along TMS #11115-07-32, n/f Richland County Recreation Foundation, for a distance of two hundred twenty-eight (228) feet to **MH-37** located on said TMS #11115-07-32 approximately forty-nine (49) feet northeast of the southwestern property corner of said TMS #11115-07-32; Sheet 12 thence turning and extending therefrom in a southwesterly direction crossing said TMS #11115-07-32 and TMS #11115-07-39, n/f Patterson and along Barnes Street, for a distance of ninety-seven (97) feet to **MH-42** located in Barnes Street approximately twenty-three (23) feet southeast of the southwestern property corner of said TMS #11115-07-39; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-two and four tenths (252.4) feet to **MH-43** located in Barnes Street approximately twenty-four feet northeast of the western property corner of TMS #11114-01-03, n/f Williams; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred seventy-one (371) feet to **MH-44** located in Barnes Street approximately twenty-four (24) feet southeast of the southwestern property corner of TMS #11110-02-04, n/f Farley-Levi; thence terminating.

Sheet 11 - **Also**, an 8" sanitary sewer line beginning at **MH-36** and tie to the aforescribed 8" sanitary sewer line located in Riley Street (County Road) approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence extending therefrom in southwesterly direction along Riley Street, for a distance of two hundred twenty-three (223) feet to a **MH-38** located in Riley Street approximately thirty-three (33) feet northeast of the southwestern property corner of TMS #11115-08-74, n/f Harrington; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of three hundred and four tenths (300.4) feet to **MH-39** located in Riley Street approximately twenty-nine (29) feet southwest of the southwestern property corner of TMS #11115-08-71, n/f Waring; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred ninety-five and four tenths (295.4) feet to **MH-40** located in Riley Street approximately twenty-six and two tenths (26.2) feet northeast of the northeastern property corner of TMS #11110-02-14, n/f Chen; thence turning and extending therefrom in a southwesterly direction along Riley Street and an unopened portion of Riley Street, for a distance of three hundred ninety-three (393) feet to **MH-41** located on an unopened portion of Riley Street approximately eleven (11) feet southeast of the southwestern property corner of TMS #11110-01-09, n/f Ward; thence terminating.

Sheet 9 - **Also**, an 8" sanitary sewer line beginning at **MH-32** and tie to the aforescribed 12" sanitary sewer line located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of TMS #11115-08-51, n/f Blakely; thence extending therefrom in a northeasterly direction along Riley Street, for a distance of two hundred seventy-two (272) feet to **MH-33** located in Riley Street approximately twenty-one (21) feet northeast of the northeastern property corner of TMS #11115-07-56, n/f Daniels; thence turning and extending therefrom in a northeasterly direction along Riley Street, for a distance of three hundred thirty-eight and seven tenths (337.7) feet to **MH-34** located in Riley Street approximately sixty-five (65) feet southwest of the northernmost property corner of TMS #11115-07-11, n/f Hayes; thence terminating.

Sheet 16 - **Also**, a 12" sanitary sewer line beginning at **MH-45** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence extending therefrom in a northeasterly direction crossing Zion Avenue and along TMS #11115-04-01, n/f Bates, for a distance of twenty-four (24) feet to **MH-51** located on said TMS #11115-04-01 approximately twenty-one (21) feet northwest of the southernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of one hundred seventy-seven and six tenths (177.6) feet to **MH-65** located on said TMS #11115-04-01 approximately twenty-six (26) feet west of the northwestern property corner of TMS

#11115-04-14, n/f Jenkins; thence an **8" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing said TMS #11115-04-01 and said TMS #11115-04-14, for a distance of one hundred sixty-four (164) feet to **MH-66** located on TMS #11115-04-04A, n/f Bates approximately ten (10) feet south of the eastern property corner of said TMS #11115-04-14; Sheet 17 - thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-04A, for a distance of one hundred sixty-five (165) feet to **MH-66A** located on said TMS #11115-04-04A approximately sixty-five (65) feet northeast of the easternmost property corner of TMS #11115-04-03, n/f Bates; thence turning and extending therefrom in an easterly direction along said TMS #11115-04-04A, for a distance of one hundred fifty-two and six tenths (152.6) feet to **MH 66E** located on said TMS #11115-04-04A approximately one hundred fifty-five (55) feet southwest of the easternmost property corner of said TMS #11115-04-04A; thence terminating.

Sheets 16 & 17 - **Also**, a 12" sanitary sewer line beginning at **MH-65** and tie to the aforescribed 12" sanitary sewer line located on TMS #11115-04-01, n/f Bates approximately twenty-six (26) feet west of the northwestern property corner of TMS #11115-04-14, n/f Jenkins; thence extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred sixty-seven and three tenths (267.3) feet to **MH-66B** located on said TMS #11115-04-01 approximately forty (40) feet southwest of the northwestern property corner of TMS #11115-04-16, n/f Wade; thence turning and extending therefrom in a northwesterly direction along said TMS #11115-04-01, for a distance of seventy-six and three tenths (76.3) feet to **MH-66C** located on said TMS #11115-04-01 approximately ninety-nine (99) feet northwest of the northwestern property corner of said TMS #11115-04-16; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred twenty-nine (229) feet to **MH-66D** located on said TMS #11115-04-01 approximately sixteen (16) feet south of the northernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-04-01 and along Bluff Road, for a distance of one hundred nine (109) feet to **MH-112A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty (60) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence terminating.

Sheet 18 - **Also**, an 8" sanitary sewer line beginning at **MH-49** and tie to the aforescribed 8" sanitary sewer line located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road (County Road), for a distance of three hundred ninety-three (393) feet to **MH-77** located in Abbott Road approximately sixty-eight (68) feet southwest of the northern property corner of TMS #11116-05-10, n/f Dillard; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of one hundred ninety-four (194) feet to **MH-77A** located in Abbott Road approximately twenty-four (24) feet southwest of the northwestern property corner of TMS #11116-05-13, n/f Bush Enterprises JC, LLC; thence terminating.

Sheets 18 & 27 - **Also**, an 8" sanitary sewer line beginning at **MH-79** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately twenty-nine (29) feet southeast of the southeastern property corner of TMS #11116-02-19, n/f APG Industrial Columbia, LLC; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and along Abbott Road, for a distance of two hundred fourteen (214) feet to **MH-78** located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence turning and extending therefrom in a southeasterly direction crossing Abbott Road and along the outer perimeter of the northeastern right-of-way of Bluff Road and Mickens Road (County Road), for a distance of one hundred twenty-nine (129) feet to **MH-158** located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of

the northeastern right-of-way of Bluff Road, for a distance of two hundred sixty (260) feet to **MH-151** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing Frasier Street, along the outer perimeter of the northeastern right-of-way of Bluff Road – Sheet 27 and along Bates Street, for a distance of three hundred eighteen (318) feet to **MH-112** located in the intersection of northeastern right-of-way of Bluff Road and Bates Street approximately ninety (90) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and crossing Bates Street, for a distance of thirty-four (34) feet to **MH-112A** located in the intersection of the outer perimeter of the southeastern right-of-way of Bates Street and the outer perimeter of the northeastern right-of-way of Bluff Road approximately fifty-six (56) feet northwest of the southern property corner of TMS #11116-04-29; thence turning and extending therefrom in a southeasterly direction along the northeastern right-of-way of Bluff Road, for a distance of one hundred ninety-four (194) feet to **MH-111A** located in outer perimeter of the northeastern right-of-way of Bluff Road approximately fifteen (15) feet southeast of the southern property corner of TMS #11116-04-28, n/f Elwood; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of two hundred seventeen (217) feet to **MH-111** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately three (3) feet southeast of the southeastern property corner of the TMS #11116-04-20, n/f Brandyburg; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-78** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred eighty-seven (387) feet to **MH-80** located in Abbott Road approximately thirteen (13) feet northwest of the northwestern property corner of TMS #11116-03-33, n/f Stoneridge, LLC; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred (300) feet to **MH-81** located in Abbott Road approximately eighteen (18) feet southwest of the northwestern property corner of TMS #11116-03-45, n/f Morant; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred six (306) feet to **MH-82** located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred three (203) feet to **MH-83A** located in Abbott Road approximately forty-seven (47) feet northeast of the western property corner of TMS#11213-04-01, n/f Parker; thence turning and extending therefrom in a northeasterly direction along Abbott Road and Shop Road, for a distance of ninety-six (96) feet to **MH-83** located in the intersection of Abbott Road and the northeastern right-of-way of Shop Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; Sheet 33 - thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred seventy-eight (278) feet to **MH-141** located in Abbott Road approximately twenty (20) feet northeast of the westernmost property corner of TMS #11213-03-29, n/f Gilmore; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred nine (309) feet to **MH-142** located in Abbott Road approximately thirty-one (31) feet southwest of the northwestern property corner of TMS #11213-03-36, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred twelve (312) feet to **MH-143** located in the intersection of Abbott Road and Andrews Road (S-40-1653) approximately sixteen (16) feet northeast of the eastern property corner of TMS #11213-02-03, n/f Keys; Sheet 34 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred twenty-seven (127) feet to **MH-144** located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence turning and extending

therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred forty-three (343) feet to **MH-146** located in Andrews Road approximately three hundred forty-six (346) feet northwest of the easternmost property corner of said TMS #11213-02-16; thence terminating.

Sheet 33 - **Also**, an 8" sanitary sewer line beginning at **MH-144** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence extending therefrom in a northeasterly direction crossing Andrews Road and along Abbott Road (Private Road) located on TMS #11213-01-01, n/f Cohn 1602 Andrews, LLC, for a distance of three hundred twenty-eight (328) feet to **MH-145** located on said Abbott Road (Private Road), TMS #11213-01-01 approximately twenty-three (23) feet north of the northwestern property corner of TMS #13701-01-03, n/f Keys; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-82** and tie to the aforescribed 8" sanitary sewer line located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence extending therefrom in a northwesterly direction crossing Abbott Road and TMS #11116-02-03, n/f Woodard, for a distance of one hundred thirty-two (132) feet to **MH-82A** located on TMS #11116-02-02, n/f Benefield approximately seven (7) feet northeast of the western property corner of said TMS #11116-02-03; thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-02-02, for a distance of seventy (70) feet to **MH-82B** located on TMS #11213-05-05, n/f Cochran approximately ten (10) feet northwest of the southernmost property corner of said TMS #11213-05-05; thence terminating.

Sheet 27 - **Also**, a 12" sanitary sewer line beginning at **MH-91** and tie to the aforescribed 12" sanitary sewer line located in the intersection of Blair Street and the northwestern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence extending therefrom in a northwesterly direction crossing Blair Street and along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of ninety-five (95) feet to **MH-91A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty-three (63) feet northwest of the southernmost property corner of TMS #11115-05-05, n/f Gilberts Properties, LLC; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of one hundred eighty-eight (188) feet to **MH-110** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet northwest of the southernmost property corner of TMS #11115-05-01, n/f Williams; thence terminating.

Sheet 28 - **Also**, a 12" sanitary sewer line beginning at **MH-112** located in the intersection of the northeastern right-of-way of Bluff Road and Bates Street approximately ninety-eight (98) feet northeast of the eastern property corner of TMS #11115-03-04, n/f Huiett; thence extending therefrom in a northeasterly direction crossing Bluff Road and along Bates Street, for a distance of two hundred ninety-four (294) feet to **MH-116A** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Bates Street, for a distance of one hundred forty-one (141) feet to **MH-116** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-117A** located in Bates Street; thence an 8" sanitary sewer line turning and extending in a northeasterly direction along Bates Street, for a distance of forty-four (44) feet to **MH-117** located in Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred seventy-nine (279) feet to **MH-118** located in Bates Street approximately eighty-five (85) feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence turning and extending therefrom in a northwesterly direction crossing Bates Street, TMS #11116-04-15, n/f Thompson and along Frasier Street (Private Road) located on TMS #11116-04-09, n/f Scott, for a

distance of two hundred thirty-three (233) feet to **MH-119** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-six (36) feet northeast of the easternmost property corner of TMS #11116-04-05, n/f Morant; thence turning and extending therefrom in a northeasterly direction along said Frasier Street (Private Road), TMS #11116-04-09, for a distance of two hundred ten (210) feet to **MH-120** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-five (35) feet southeast of the southern property corner of TMS #11116-04-02, n/f Little Camden Community Organization; thence terminating.

Sheet 29 - **Also**, an 8" sanitary sewer line beginning at **MH-118** and tie to the aforescribed 8" sanitary sewer line located in Bates Street approximately eighty-five feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-121** located in Bates Street approximately forty-four (44) feet southeast of the northeastern property corner of TMS #11116-04-13, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of one hundred seventy (170) feet to **MH-122B** located in the intersection of Bates Street and the southwestern right-of-way of Shop Road approximately sixty-three (63) feet northeast of the northeastern property corner of TMS #11116-04-11, n/f Scott; thence turning and extending therefrom in a southeasterly/more easterly direction along the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road, for a distance of fifteen (15) feet to **MH-122A** located in the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road approximately seventy-six (76) feet northeast of the northeastern property corner of said TMS #11116-04-11; thence turning and extending therefrom in a northeasterly direction crossing Shop Road, for a distance of seventy-five (75) feet to **MH-122** located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; Sheet 30 - thence turning and extending therefrom in a northwesterly direction along the northeastern right-of-way of Shop Road, for a distance of two hundred eight (208) feet to **MH-132** located in the intersection of the northeastern right-of-way of Shop Road and Tolliver Street approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-04-52, n/f Inabinet; Sheet 29 - thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of four hundred (400) feet to **MH-133** located in the outer perimeter of the eastern right-of-way of Tolliver Street approximately sixteen (16) feet southwest of the northwestern property corner of TMS #13701-04-25, n/f Hall; thence turning and extending therefrom in a northerly direction along Tolliver Street, for a distance of one hundred eighty-seven (187) feet to **MH-134** located in Tolliver Street approximately forty (40) feet southwest of the western property corner of TMS #13701-04-06, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of two hundred twenty-five (225) feet to **MH-135** located in Tolliver Street approximately one hundred one (101) feet northeast of the southwestern property corner of TMS #13701-04-07, n/f Outlaw; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-122** and tie to the aforescribed 8" sanitary sewer line located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road and along Sands Street (S-40-1235), for a distance of two hundred fifty-seven (257) feet to **MH-123** located in the intersection of the outer perimeter of the northeastern right-of-way of Shop Road and Sands Street approximately fifteen (15) feet southeast of the southeastern property corner of TMS #13701-04-16, n/f Hayes; thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of three hundred ninety-six (396) feet to **MH-124** located in Sands Street approximately twenty-seven (27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; Sheet 31 - thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of one hundred ninety-three

(193) feet to **MH-127** located in Sands Street approximately forty-eight (48) feet northeast of the southernmost property corner of TMS #13701-04-09, n/f Clark; thence turning and extending therefrom in a northeasterly direction along Sands Street and Andrews Road, for a distance of three hundred twenty-seven (327) feet to **MH-128** located in the intersection of Sands Street and Andrews Road approximately seventy (70) feet northeast of the northern property corner of TMS #13701-03-03, Williamson; thence turning and extending therefrom in a northwesterly direction crossing Sands Street and along Andrews Road, for a distance of two hundred forty-four (244) feet to **MH-129** located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-nine (259) feet to **MH-131** located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; Sheets 32 & 33 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-eight (258) feet to **MH-132** located in Andrews Road approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-01-07, n/f Brown; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-129** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #13701-01-23 and along TMS #13701-01-22, n/f Whaley, for a distance of two hundred thirty (230) feet to **MH-130** located on TMS #13701-01-22 approximately nineteen (19) feet northwest of the southern property corner of said TMS #13701-01-22; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-131** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #13701-01-15, n/f Stoianov, for a distance of one hundred twenty (120) feet to **MH-131A** located on said TMS #13701-01-15 approximately one hundred fifteen (115) feet northeast of the southernmost property corner of said TMS #13701-01-15; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street (S-40-2532) approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northwesterly direction crossing Walcott Street and along in the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of one hundred thirty-seven (137) feet to **MH-136A** located in the outer perimeter of the northeastern right-of-way of Shop Road; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a southeasterly direction crossing Abbott Road and along TMS #11213-03-23, for a distance of sixty-eight (68) feet to **MH-140** located on said TMS #11213-03-23; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a northwesterly direction crossing Abbott Road and along TMS #11213-02-14, n/f Brown, for a distance of one hundred twenty-five (125) feet to **MH-150** located on said TMS #11213-02-14; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-124** and tie to the aforescribed 8" sanitary sewer line located in Sands Street approximately twenty-seven



(27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northwesterly direction crossing Sands Street and along TMS #13701-04-14, n/f Mt. Calvary Baptist Church, for a distance of one hundred ten (110) feet to **MH-125** located on said TMS #13701-04-14 approximately twenty-nine (29) feet south of the southern property corner of TMS #13701-04-20, n/f Geiger; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred eighty-three (283) feet to **MH-137** located in Walcott Street approximately twenty-two (22) feet northwest of the northwestern property corner of TMS #13701-04-38, n/f Kelley; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred (300) feet to **MH-138** located in Walcott Street approximately twenty-five (25) feet southwest of the northwestern property corner of TMS #13701-04-46, n/f Conway; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred one (201) feet to **MH-139** located in Walcott Street approximately thirty-three (33) feet northwest of the northwestern property corner of TMS #13701-04-50, n/f I&J Builders, LLC; thence terminating.

Sheet 35 - **Also**, an 8" sanitary sewer line beginning at **MH-158** and tie to the aforescribed 8" sanitary sewer line located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence extending therefrom in a northeasterly direction crossing Bluff Road and along the common boundary of Mickens Road and the northwestern property line of TMS #11116-03-31, n/f Sims, TMS #11116-03-24, n/f Brown, TMS #11116-03-23, n/f Mickens and TMS #11116-03-22, n/f Gillie, for a distance of three hundred eighty-five (385) feet to **MH-159** located in Mickens Road approximately twenty-eight (28) feet southwest of the northeastern property corner of TMS #11116-03-36, n/f North; thence terminating.

Sheet 35 - **Also**, a 12" sanitary sewer line beginning at **MH-151** and tie to the aforescribed 8" and 12" sanitary sewer line located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred (300) feet to **MH-152** located in Frasier Street approximately fifty-three (53) feet northeast of the southernmost property corner of TMS #11116-03-25, n/f Parrish; thence turning and extending therefrom in a northeasterly direction along Frasier Street and TMS #11116-04-41, for a distance of two hundred seventy-one (271) feet to **MH-153** located on said TMS #11116-04-41 approximately thirty-nine (39) feet northeast of the southernmost property corner of said TMS #11116-04-41; Sheet 36 - thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-04-41 and along Walcott Street, for a distance of one hundred forty-two (142) feet to **MH-155** located in Walcott Street approximately nineteen (19) feet northeast of the southernmost property corner of TMS #11116-03-15, n/f Brown; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred thirty-two (332) feet to **MH-156** located in Walcott Street approximately eighteen (18) feet southeast of the southernmost property corner of TMS #11116-03-08, n/f Cruel; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of four hundred (400) feet to **MH-157** located in the intersection of Walcott Street and the outer perimeter of the southwestern right-of-way of Shop Road approximately twenty (20) feet southeast of the northeastern property corner of TMS #11116-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence turning and extending therefrom in a northeasterly direction along Walcott Street and crossing Shop Road, for a distance of seventy (70) feet to **MH-136** located in the intersection of Walcott Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-157** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Walcott Street (County Road) and the outer perimeter of the southeastern right-of-way of Shop Road approximately twenty (20) southeast of the eastern property corner of TMS #11213-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence extending therefrom in a northwesterly direction along TMS #11116-03-03, for a distance of sixty (60) feet to **MH-157A** located on said TMS #11116-03-03 approximately twelve (12) feet east of the northernmost property corner of said TMS #11213-03-03; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-153** and tie to the aforescribed 8" sanitary sewer line located on TMS #11116-04-41, approximately thirty-nine (39) feet northeast of the southernmost property corner of TMS #11116-04-41; thence extending therefrom in a northeasterly direction crossing TMS #11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46 and along TMS #11116-04-47, for a distance of two hundred twenty-six (226) feet to **MH-154** located on said TMS #11116-04-47 approximately nine (9) feet southwest of the eastern property corner of said TMS #11116-04-47; thence terminating.

Sheet 37 - **Also**, a 12" sanitary sewer line beginning at **MH-201** and tie to an existing City of Columbia 10" and 12" sanitary sewer line (Adeline Outfall) located in Andrews Road on TMS #11210-02-10, n/f Owen Electric Steel Company of South Carolina approximately four hundred eighty-seven (487) feet northwest of the eastern property corner of said TMS #11210-02-10; thence extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10, for a distance of two hundred seventy-four (274) feet to **MH-202** located in Andrews Road on said TMS #11210-02-10 approximately thirty-one (31) feet southeast of the northeastern property corner of TMS #11210-02-09, n/f Smalls; thence turning and extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10 crossing a portion of said TMS #11210-02-10, TMS #11210-02-09, TMS #11210-02-06, TMS #11210-02-05, TMS #11210-02-04 and along TMS #11210-02-03, for a distance of two hundred seventy-six (276) feet to **MH-203** located in Andrews Road on TMS #11210-02-03, n/f Goodwin approximately twenty-nine (29) feet southwest of the northeastern property corner of said TMS #11210-02-03; thence turning and extending therefrom in a northwesterly direction along Andrews Road crossing TMS #11210-02-03, TMS #11210-02-02 and TMS #11210-02-10, for a distance of two hundred ninety-five (295) feet to **MH-204** located in Andrews Road (County Maintained) approximately twenty-five (25) feet southwest of the northernmost property corner of said TMS #11210-02-10; thence turning and extending therefrom in a southwesterly direction along Andrews Road and said TMS #11210-02-10, for a distance of three hundred forty-seven (347) feet to **MH-205** located in Andrews Road on said TMS #11210-02-10 approximately twelve (12) feet southwest of the southern property corner of TMS #11210-02-19, n/f Davis; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred sixty-seven (267) feet to **MH-206** located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; Sheet 38 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred seventy-one (271) feet to **MH-209** located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty (140) feet to **MH-211** located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred twenty-one (221) feet to **MH-213** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred (100) feet to **MH-215** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty-three (143) feet to **MH-217** located in Andrews Road approximately nineteen (19)

feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-five (395) feet to **MH-219** located in Andrews Road approximately ninety-nine (99) feet north of the northern property corner of TMS #11211-07-05, n/f Hood Real Estate Investments, LLC; Sheet 39 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-four (394) feet to **MH-220** located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred sixty-eight (168) feet to **MH-222** located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred ninety-one (291) feet to **MH-224** located in Andrews Road approximately sixty-six (66) feet northwest of the southwestern property corner of TMS #11211-06-92, n/f State Agricultural & Mechanical Society of SC; thence terminating.

Sheets 39 & 40 - **Also**, an 8" sanitary sewer line beginning at **MH-222** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-85, 84, 83 and 82, for a distance of two hundred forty-eight (248) feet to **MH-223** located on TMS #11211-06-82, n/f GRBI, LLC approximately six (6) feet northeast of the southwestern property corner of said TMS #11211-06-82; thence terminating.

Sheet 39 - **Also**, an 8" sanitary sewer line beginning at **MH-220** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #11211-06-77, n/f Richland County Recreation Commission, for a distance of two hundred thirty-seven (237) feet to **MH-221** located on said TMS #11211-06-77 approximately fifty-five (55) feet northeast of the southeastern property corner of TMS #11211-06-78, n/f Wolfe; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-217** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-70, TMS #11211-06-71 and along TMS #11211-06-72, n/f Cantey, for a distance of three hundred three (303) feet to **MH-218** located on said TMS #11211-06-72 approximately sixteen (16) feet southwest of the northern property corner of said TMS #11211-06-72; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-215** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-63, TMS #11211-06-62 and TMS #11211-06-61, for a distance of two hundred ninety-seven (297) feet to **MH-216** located on said TMS #11211-06-61, n/f Woods approximately thirty-five (35) feet south of the southernmost property corner of TMS #11211-06-67, n/f Boykin; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-213** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred fifty-nine (259) feet to **MH-214** located in said unnamed alley approximately twelve (12) feet southwest of the southern property corner of TMS #11211-06-60, n/f Jackson; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-211** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along said TMS #11211-06-50, for a distance of two hundred thirty-six (236) feet to **MH-212** located on said TMS #11211-06-50 approximately thirty (30) feet northeast of the northeastern house corner of TMS #11211-06-51, n/f Bryson; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-209** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred eighty (280) feet to **MH-210** located in said unnamed alley approximately eight (8) feet west of the northwestern property corner of TMS #11211-06-41, n/f Union Baptist Church #2 Trustees; thence terminating.

Sheet 37 - **Also**, an 8" sanitary sewer line beginning at **MH-206** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred sixty-two (262) feet to **MH-207** located in said unnamed alley approximately four (4) feet southeast of the southern property corner of TMS #11211-06-36, n/f Brown; thence turning and extending therefrom in a southeasterly direction crossing said unnamed alley, TMS #11211-06-32 and along TMS #11211-06-30, n/f Jenkins, for a distance of seventy-five (75) feet to **MH-208** located on said TMS #11211-06-30; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described and shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said sanitary sewer lines. The Grantor hereby agrees that no future construction (including, but not limited to buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without the prior approval of the City Engineer.

Also, granted herein is an encroachment permit for access, ingress and egress along all Richland County roadways shown on the herein-referenced record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, for the construction, operation, maintenance, repair, reconstruction and extension of services on the sanitary sewer lines and appurtenances for this development.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

This conveyance also includes all sanitary sewer line easements recorded in the Richland County Register of Deeds for the herein-referenced project and shown in Exhibit A, attached hereto and incorporated herein.

These sanitary sewer lines are more clearly delineated on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

HMG / TS

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

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

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

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>ST</sup> Witness Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
(2<sup>ND</sup> Witness Signature)

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
(Name & Title of Officer)

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(State)

My Commission Expires: \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Deed to Sanitary Sewer Lines for Arthurtown / Little Camden / Taylors, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
State Bar Number: \_\_\_\_\_

# EXHIBIT A

TMS	Grantor	Document Type	Easement Width	BookPage
11100-01-06		No Easement Found		
11110-01-03		No Easement Found		
11111-01-02	Hunter, Donald	Easement	15'	D1300/964
11111-01-03	Richardson, Shed, et. al.	Easement	15'	D1226/40
11111-01-04		No Easement Found		
11111-01-05	Deneal, Pauline L and Knox, Laurine L., et.al.	Easement	15'	D1311/762
11111-01-35		No Easement Found		
11111-01-36		No Easement Found		
11111-01-51	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-52	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-54	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-55	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11115-01-01	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/752
11115-01-08	Zion Pilgram Baptist Church	Easement	15'	D1228/626
11115-01-12	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/754
11115-03-04	Huiett, Bennie	Easement	15'	D1229/690
11115-03-05	Washington, Booker T.	Easement	15'	D1300/968
11115-04-01	Bates, Chaney Tolliver	Easement	15'	D1311/756
11115-04-03	Keith, William A. & Lillian W.	Easement	15'	D1267/73
11115-04-04A	Bates, Chaney Tolliver, et.al.	Easement	15'	D1311/750
11115-04-05	Taggart, Martha	Easement	15'	D1283/685
11115-04-14	Williams, Shirley J.	Easement	15'	D1228/576
11115-04-15	Wade, Derrell E.	Easement	15'	D1301/762
11115-04-16	Wade, Derrell E.	Easement	15'	D1301/766
11115-07-19	Kinard, Isaac	Easement	15'	D1283/658
11115-07-20	Rutherford, Laura	Easement	15'	D1311/760
11115-07-32	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-07-39	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-08-16		No Easement Found		
11115-08-50	Goodwin, Clara	Easement	15'	D1283/667
11115-08-51	Blakely Heyward	Easement	15'	D1228/531
11115-08-52	Blakely, Heyward	Easement	15'	D1228/536
11115-08-53	Blakely, Heyward & Nettie B.	Easement	15'	D1229/684
11116-02-02	Benefield, Richard & Johnson, Herman, et.al.	Easement	15'	D1311/758
11116-02-03	Wyman, Williams & Woodward, Shiral	Easement	15'	D1267/64
11116-03-03	S&P House Moving and Wrecking Company, Inc.	Easement	15'	D1228/601
11116-03-19		No Easement Found		
11116-03-20		No Easement Found		
11116-03-21		No Easement Found		
11116-03-22	Mickens, Caesar, et. al.	Easement	15'	D1226/46
11116-03-23	Mickens, Caesar et. al.	Easement	15'	D1226/55
11116-03-24	Red Oaks Land, Inc. et. al.	Easement	15'	D1226/58
11116-03-25		No Easement Found		
11116-03-26		No Easement Found		
11116-03-27		No Easement Found		
11116-03-28		No Easement Found		
11116-03-29		No Easement Found		
11116-03-31	Sims, Willie Ann	Easement	15'	D1228/616
11116-04-03	Brown, Emma, et.al.	Easement	15'	D1226/31
11116-04-04	Morant, Levi and Dorothy	Easement	15'	D1228/646
11116-04-07		No Easement Found		
11116-04-09	Blizzard, Gilbert & Scott, John Sr.	Easement	15'	D1272/991
11116-04-15	Lumpkin, Emily, Heirs at Law	Easement	15'	D1228/611
11116-04-40		No Easement Found		
11116-04-41	Chambers, Mary Lee	Easement	15'	D1228/641
11116-04-43		No Easement Found		
11116-04-44		No Easement Found		
11116-04-45		No Easement Found		
11116-04-46		No Easement Found		
11116-04-47		No Easement Found		
11116-05-04		No Easement Found		
11116-05-05		No Easement Found		
11116-05-07		No Easement Found		
11210-02-02		No Easement Found		
11210-02-03		No Easement Found		
11210-02-04		No Easement Found		

# EXHIBIT A

11210-02-05		No Easement Found		
11210-02-06		No Easement Found		
11210-02-09		No Easement Found		
11210-02-10		No Easement Found		
11211-06-30	Jenkins, Sylvester, Jr.	Easement	15'	D1228/551
11211-06-32	Blizzard, Gilbert & Scott, John Jr.	Easement	15'	D1272/987
11211-06-33	Knapper, Robert & Deborah	Easement	15'	D1267/83
11211-06-34	Davis, Elissiteeve, Trustee	Easement	15'	D1300/976
11211-06-40	Scott, John Wesley	Easement	15'	D1228/591
11211-06-41	Jackson, Ruby	Easement	15'	D1228/566
11211-06-42	McCoy, Eugene, et.al.	Easement	15'	D1246/406
11211-06-43	The Board of Trustees Union First Baptist Church #2	Easement	15'	D1299/777
11211-06-50	Funchess, Hattie	Easement	15'	D1228/526
11211-06-54	Jackson, Green, Jr.	Easement	15'	D1228/556
11211-06-55	Jackson, Green	Easement	15'	D1228/541
11211-06-56	Scott, Janie	Easement	15'	D1228/571
11211-06-57	Millner, Agusta Eric	Easement	15'	D1228/631
11211-06-61	Woods, Willis, Jr.	Easement	15'	D1267/88
11211-06-62	Woods, Willis	Easement	15'	D1267/59
11211-06-63	Green, Jesse P., et.al.	Easement	15'	D1226/49
11211-06-70	Yacoubian, Lynn George	Easement	15'	D1228/621
11211-06-71	Scott, John Wesley	Easement	15'	D1228/596
11211-06-72	Hampton Cantey, et.al.	Easement	15'	D1228/336
11211-06-77	Richland County School District One	Easement	15'	D1373/70
11211-06-79	Jackson, Joseph L.	Easement	15'	D1228/546
11211-06-82		No Easement Found		
11211-06-83		No Easement Found		
11211-06-84		No Easement Found		
11211-06-85		No Easement Found		
11211-06-86	Caldwell, Hattie, et. al.	Easement	15'	D1226/43
11211-06-87	Hopkins, Earl Ray, et.al.	Easement	15'	D1228/338
11211-06-88	Belton, Joseph, et.al.	Easement	15'	D1237/115
11213-01-01		No Easement Found		
11213-02-14	Jackson, Lucy H.	Easement	15'	D1229/679
11213-02-15	Whaley, James L.	Easement	15'	D1269/657
11213-03-22	Watson, Lizzie M.	Easement	15'	D1228/581
11213-03-23	Rose, Richard, Jr.	Easement	15'	D1228/606
11213-05-05	Cochran, Rafter, et.al.	Easement	15'	D1226/34
11213-05-06	Cochran, Maggie McCloud, et.al.	Easement	15'	D1237/112
13701-01-15	Belton, Irvin	Easement	15'	D1370/481
13701-01-20	Young, Rudolph, et.al.	Easement	15'	D1226/52
13701-01-21	Young, Rudolph	Easement	15'	D1283/649
13701-01-22	Whaley et. al.	Easement	15'	D1283/676
13701-01-23	Faber, James & Wilette	Easement	15'	D1300/972
13701-04-14		No Easement Found		
13701-04-16	Hayes, Ladson	Easement	15'	D1228/636
13701-04-17	Hayes, Ladson & Dorothy	Easement	15'	D1267/78
13701-04-18	Hamilton, Joanness	Easement	15'	D1228/561
13701-04-19	Toliver, Joseph	Easement	15'	D1228/586
13701-04-20	Hamilton, Carrie	Easement	15'	D1267/69
13701-04-29	Inabinett, Emma, et.al.	Easement	15'	D1226/37

## Richland County Council Request for Action

**Subject:**

Utilities - Exceeding Purchase Order Limits

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council approve the request to exceed the purchase order amount of \$100,000 for purchasing:

- Aluminum Chlorohydrate (ACH) from G20 Technologies
- Replacement pumps and equipment from Pete Duty Associates; and
- Repair and maintenance services from Carolina Lift Stations and P&S Construction.



**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>	Administration
<b>Date Prepared:</b>	May 1, 2023	<b>Meeting Date:</b>	
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 15, 2023
<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>	Aluminum Chlorohydrate (ACH) purchase from G2O Technologies, Equipment purchase from Pete Duty & Associates, Services from Carolina Lift Station and P&S Construction		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends County Council approve the request to exceed the purchase order amount of \$100,000 for purchasing:

- Aluminum Chlorohydrate (ACH) from G2O Technologies,
- replacement pumps and equipment from Pete Duty Associates, and
- repair and maintenance services from Carolina Lift Stations and P&S Construction.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Currently, the Aluminum Chlorohydrate is \$0.375 per pound plus the \$0.042 per pound for raw material and logistic surcharge. Based on increased flow and loading from the Southeast Project coming online, staff estimates the cost throughout the fiscal year will be \$203,000.

The cost of replacement pumps, equipment, and repair services has increased. Staff estimates the cost throughout the fiscal year for these items will be \$200,000 per vendor.

*Applicable department/grant key and object codes:* 2110367000.524800  
2110367000.522700

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Carolina Lift and P&S Constructions are two of the vendors who have been approved vendors in response to RC-551-Q-23 Pump Station Maintenance & Repair Services request for qualification solicitation; Pete Duty is the sole source vendor for the pumps.

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

There are no legal concerns regarding this matter.

#### **REGULATORY COMPLIANCE:**

Richland County Utilities wastewater treatment plants utilize aluminum chlorohydrate (ACH) provided by G20 to help with the separation of the solids, clarified water for discharge, and reduced levels of phosphorous prior to discharging to the river. This helps the County maintain the regulatory limits required by our NPDES permits issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Without this process, violations or penalties could be levied for an inadequate supply of this chemical.

Richland County utilizes Pete Duty and Associates to supply sole-source equipment replacements or for repairs to existing equipment for pump stations and the wastewater plants. Pete Duty and Associates are the regional supplier of many of the County's pumps and process equipment.

Carolina Lift Station and P&S Construction are often utilized for repairs to piping or equipment. County operations and maintenance staff frequently need to utilize an entity with specialized equipment experience or with specific skills to expedite the repairs or replacement of certain equipment or assets. The County uses these contractors for grease removal, wetwell cleaning, and annual pump station assessments.

Failure to repair and/or replacement equipment in a timely fashion could result in regulatory violations or sanitary sewer overflows.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The Utilities Department requests approval to increase the purchase order limit for G20 Technologies, Pete Duty Associates, Carolina Lift Station, and P&S Construction. The wastewater treatment facility must remove phosphorous to certain limits as required by its NPDES discharge permit issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Previous performance testing has found that aluminum chlorohydrate (ACH) is the most cost-effective chemical to assist with phosphorous removal by enhancing the settling phase during the wastewater treatment facilities (WWTF) process producing solids for removal.

ACH may be prepared by different manufacturers in different concentrations and with various additives. Any change from the ACH Richland County currently uses will require considerable bench testing of the product to ensure identical results from the treatment process are obtained as with the current product. The bench testing will require considerable manpower and time after the Procurement bid process is complete before staff can verify that a different product will be acceptable for the County's treatment process. The County is legally bound through its NPDES permit issued by SCDHEC to ensure that any chemical used in its treatment process will not adversely affect the quality of its effluent. The Council previously approved this on October 2, 2018 (Attachment 1).

The current pumps at the County's lift stations are reaching the end of their life expectancy. The existing pumps are becoming unrepairable and/or the repair cost has increased to a level close to replacement value.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

Purchasing from these vendors meets Goal 3: Commit to Fiscal Responsibility.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Staff has requested quotes from two other vendors to compare the costs. One vendor quoted \$0.489 per pound, including the fuel surcharge, while another could not provide a quote because they are partners with G2O Technologies. Staff always requires quotes from 3 vendors unless the vendor is a sole-source provider for the equipment.

There is currently a \$100,000 limit for these vendors. If the limit is not increase, the County will have to defer maintenance or replacement of needed equipment until the next fiscal year which increases the risk of violations, sanitary sewer overflows, and a lower level of service. By deferring maintenance, staff has found that the budget for these vendors is exhausted immediately at the beginning of the fiscal year, causing the same shortages year after year.

**ATTACHMENTS:**

1. 2018 Council approval for ACH chemical

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

The vote in favor was unanimous.

10. **REPORT OF THE CHAIR**

- a. Economic Development Trip Update – This item was deferred until the October 16<sup>th</sup> meeting.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – No one signed up to speak.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-025MA, Tom James, NC to GC (5.53 Acres), Lower Richland Boulevard, TMS # R21800-04-20 [SECOND READING]
- b. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS # 17707-08-01 (Portion); CF # 340-15 [FIRST READING]
- c. Assignment of Funds
- d. Requesting approval from County Council for the purchase o Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility
- e. Devil’s Ditch Project Funding Increase
- f. Renewal of the contracts for solid waste curbside collection service in areas 5A, 5B and 7
- g. County Council is requested to approve a Work Authorization (WA) in professional services with WK Dickson & Company, Inc. of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton-LB Owens Airport (CUB)
- h. County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County/the Jim Hamilton-LB Owens Airport (CUB)

Mr. Pearce moved, seconded by Ms. Myers, to approve the consent items.

**Special Called  
October 2, 2018**

-5-

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

The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. Malinowski, to reconsider all of the consent items.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

13. **THIRD READING ITEMS**

- a. 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, 2018, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2018, through June 30, 2019 – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

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

Opposed: Malinowski

The vote was in favor.

Mr. Pearce moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Malinowski

Opposed: C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Ms. McBride inquired about what this company manufactures.

Mr. Ruble stated FN is a gun manufacturer.

Ms. McBride inquired as to who they manufacture guns for.

Mr. Ruble stated their primary customer is the US Military. They also sell some weapons commercially.

**Special Called  
October 2, 2018**

**-6-**

## Richland County Council Request for Action

**Subject:**

Solid Waste & Recycling Division - Collection Area 5B Contract Renewal

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council renew the current service provider, Johnson’s Garbage Service for Collections Area 5B.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	John Ansell	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	May 3, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Christopher Ziegler via email	<b>Date:</b>	May 17, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Collection Area 5b contract renewal		

**RECOMMENDED/REQUESTED ACTION:**

Solid Waste & Recycling is recommending the renewal of Collections Area 5b to the current service provider, Johnson's Garbage Service.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Collections contracts are continuing expenses in every budget year. This contract has been budgeted for in FY24 and places no additional burden of the Solid Waste & Recycling division. Funds are allocated through 2101365006-527200.

*Applicable department/grant key and object codes:* 2101365006-527200

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

No comments or areas of concern about legal exposure for the County.

**REGULATORY COMPLIANCE:**

This renewal allows Solid Waste & Recycling to remain compliant with the Solid Waste Management Plan and the Richland County Chapter 12 Code of Ordinances. This contract also provides all services as outlined by the solid waste fees charged to all residents in unincorporated Richland County.

#### **MOTION OF ORIGIN:**

There is no associated motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The request is to provide uninterrupted curbside services to the 1682 customers in collection area 5b. Richland County's business model collects fees in return for eligible curbside service. This renewal provides for a maximum of five (5) years of curbside service for these residents.

To provide reliable curbside services, residents require a diligent and proven performer to collect their waste. Johnson's Garbage Service has been providing those services at a high level for many years now, and County residents should expect the same level of service and customer care as they have been afforded in previous years.

Chapter 12 identifies the County's obligations of providing curbside service in exchange for annual solid waste fees. With the renewal of this contract, Solid Waste can continue to provide these services without any disruption. If this contract is not renewed, residents would experience a lapse in curbside services while the County prepared the RFP process. This process can take some time to complete and implement. With the current service levels provided by Johnson's Garbage Service, staff see no need to request anything other than a renewal to provide a continuity of operations and uninterrupted service.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

This renewal has several positive implications towards Richland County Strategic goals.

1.1 Develop realistic and achievable goals: Curbside collections goal is to provide reliable and continual services in Richland County. Providing a contract renewal to a proven performer accomplishes this goal.

3.1 Align budget to priorities: By negotiating a reasonable rate, the division has ensured fiscal responsibility for the duration of this contract. This is important with the volatility of today's climate and the unpredictable nature of the solid waste industry.

4.2 Coordinate departments to prepare for planned growth in areas by providing water, sewer, solid waste managements and roads: By extending this contract, area 5b will be better served by a high performing contractor capable of dealing with population growth and the increased solid waste inevitable with future development.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Richland County Solid Waste & Recycling supports this renewal based on a proven performance history with Johnson's Garbage Service. Reliable solid waste collections are not always easy to obtain, and this contractor has exhibited the ability to provide such in accordance with written policies and contracts.

#### **ATTACHMENTS:**

1. Collection Area 5b Contract



## AREA 5b - COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, XXXX, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Johnson's Garbage Service whose address is 3631 Oscar Street, Columbia, SC 29204 hereinafter referred to as "Contractor". This Contract shall become effective on January 1, 2024. This contract end date is December 31, 2026 with the option of two (2) one (1) year renewable extensions for a maximum contract life of five (5) years. The one year renewable extensions are at the sole discretion of Richland County and are not guaranteed by any language either oral or written. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 5b.

## 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.

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_ 1 of 35

- 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. "New South Waste", hereinafter will be referred to as "Contractor" or "Prime Contractor".
- 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 #6 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

2 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

3 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

4 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

5 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 a reason 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. Procedure to notify of Force Majeure will be forthcoming.

**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

6 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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**

oliciting 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 – The 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 – The Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad at the liability policies.

C. Business Auto Coverage – The 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 – The 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 – The 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 – The 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: *New South Waste, P.O. Box 3549, West Columbia, SC 29171*

**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, a-spatial 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.

9 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 twenty-five (25) 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.

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 three (3) years with two (2) optional one-year renewals. 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. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

10 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

**27. 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.

**28. 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.

**29. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Collection Area 6 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,

11 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to

12 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

**30. 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 Collection Area 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) assessment per employee, per day once a written warning has been issued and opportunity to comply has been provided.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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 35.D, 35.E and 35.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 57-0769565
- 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 \_\_\_\_\_

### 36. 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

15 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

### 37. 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 Johnson's Garbage Service during the term on this contract. Failure to provide such written notice shall result in a fine as determined by the County which may be deducted from the payments due the Contractor for services rendered.

### 38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. Request for Proposal
- C. Offeror's response

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.



**EXHIBIT "A"**

**SCOPE OF SERVICES AND REQUIREMENTS – COLLECTION AREA \_**

**1. REQUIREMENTS AND STANDARDS**

The County grants to Contractor the exclusive right and obligation to provide Residential / Small Business Curbside Collection Service within the area defined as Collection Area 6 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 Contact. 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 a.m. to 7:30 p.m.) on collection days with no regular 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.

- A. Contractor shall provide the following curbside service to each eligible dwelling unit and any eligible small business consistent with the following provisions:

- 1) Household Garbage 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 limited quantities either bagged, bundled, boxed, or loose.
  - 4) Bulk item / White Good collection by appointment. Items are limited to four (4) items per request. Appointments are to be scheduled and collected by the Contractor responsible for the collection area.
  - 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 nor commercial garbage 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 beyond that which can be placed in the roll cart shall be collected when placed in sealed / tied plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage 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 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 specified quantities once each week when bagged, bundled, boxed, or loose. Limbs and sticks must not exceed four (4) inches in diameter or four (4) feet in length and be generated from routine yard maintenance.
  - 2) Yard waste is to be bagged, bundled, loose or boxed. The approximate amount to be collected is 192 gallons. Example: Six, 30 gallon yard bags or a bundled pile or piles not exceeding six (6) feet in length, three (3) feet in width, and two (2) feet in height.
  - 3) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 4) Yard waste may not be mixed with household garbage, eligible small business garbage or recyclables and must be picked up separately. Yard waste shall be collected in

18 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

specified 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 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 is a limit of four items per bulk item / white goods appointment.
  - 2) Bulk items shall be collected by appointment when placed adjacent to the curb. Appointments and pickups shall occur within seven calendar days following receipt of the request.
  - 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.
  - 7) Contractor is required to make contact with the resident no later than 48 hours after being notified by the County. Collection to occur no later than seven (7) days after appointment is made.
  
- 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. Roll Carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the Contractor and replaced at full cost to the Contractor regardless of age. Civil damages occurring from improper cart placement are solely the responsibility of the Contractor.
  
  - 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 (C&D) materials except, small and incidental materials

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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, mulch, concrete blocks, etc.

19 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- 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, recyclables, or yard waste at least six (6) 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 every affected resident or eligible 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 eligible 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:

Y January	New Year's Day
Y May	Memorial Day
Y July	Independence Day
Y September	Labor Day
Y November	Thanksgiving Day
Y December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be delayed by one day. This will require collection routes to be run on Saturdays.

- 4) Contractor shall not charge fees or seek payment from residential customers or eligible 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) Collection vehicles must be equipped with the FleetMind<sup>®</sup> service verification system which includes cameras, GPS and software. The Collector shall use the system on all

collection vehicles at all times when in service. The Collector shall be responsible for all professional services (installation costs), FleetMind travel expenses for professional services, maintenance/repair expense, hardware/software upgrade cost and recurring monthly fees to keep the system in functioning operating condition for the term of this contract and any extensions thereof. Please see sample cost sheet for more details. Cost are subject to individual year, make, model, specifications of collection vehicles. All fees will be collected and distributed to FleetMind by the County through monthly deductions from monthly County payments to the Collector for services performed and/or when equipment is ordered. All Collectors will follow County guidelines within operation of the system and the County will maintain the software maintenance and server hosting. Failure to use equipment in the prescribed manner will be a performance issue and considered a violation of the contract. The Contractor agrees to contract individually with Fleetmind for the maintenance service agreement. Terms of that agreement are exclusive to the Contractor and Fleetmind.

- 6) The County will equally share the cost of service tags with the Contractor (50% - 50%) 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, but no less frequent than twice weekly. Contractors will maintain a stock equal to 5% of the total number of households serviced. Non-compliant tags will be procured from the County utilizing the County's vendor. Cost recovery for the Contractors portion of the service tags will be deducted from the monthly Collector's payment.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage Roll carts and eligible small business garbage Roll carts in Collection Area by the Unit Collection Rate per household garbage Roll cart or small business garbage Roll cart by the appropriate multiplier as established below;
- B. The number of eligible household garbage Roll carts and approved small business garbage Roll carts in Collection Area 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. Roll cart service is not to be discontinued for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and eligible small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance Liquidated Damages (LDs) and repair and

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

replacement costs for damages to roll carts from payment 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 not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or eligible small businesses;
- H. Payment will typically be made to the Contractor by the 15<sup>th</sup> 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 Collection Area\_:

The Unit Collection Rate below shall cover garbage, recycling, bulk items, white goods, and yard waste collection services.

<b>Collection Area _</b>	
<b>Unit Collection Rate – Monthly Collector charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste, bulk items, and white goods collections.</b> <b>Enhanced (“Backyard”) Disabled Collection Rate</b> Enhanced service provided to disabled citizens.	\$ 29.00 per unit price
<b>Enhanced (“Backyard”) Service Rate –</b> Calculated rate to be paid to the Collector to provide backyard service for garbage and recyclables along with curbside service for yard waste, bulk items, and white goods.	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 (BLS), published CPI-U All Items, December-to-December, Unadjusted.

Collection and transportation will be in accordance with the minimum requirements described



4. herein:

#### 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 a.m. to 7:30 p.m., five (5) days a week. Calls from the COR or COR's representative shall be responded to within four (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 shall display the name of the Contractor (New South Waste) so that customers are fully informed about who their authorized Solid Waste Contractor is. Identification of the Contractor shall be displayed on all employees 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 a record 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 valid, 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 laws, Regulations, Acts and Policies.

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

23 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 Collection Area 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 is 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 (QCI) 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.

The Contractor's **Safety Plan / Manual** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. Updates will be available for review at all times throughout the Contract period.

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. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles determined to be unsatisfactory will be brought into compliance within 48-hours or removed from service with an alternative vehicle brought in to replace. Prevention and cleanup of leachate spills are the responsibility of the Contractor.

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. 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.

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.

K. FLEET / EQUIPMENT

The 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

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

vehicle is in service.

The 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.

#### G. COMMUNICATION

The Contractor shall maintain and have available at all times, multiple methods of communication with the COR and the Solid Waste & Recycling Division staff. This can include landlines, mobile telephone (required), electronic mail (required), and other forms of communication in order to ensure constant, reliable communication while at the office and in the field. The Contractor is to have staff available after hours to respond to urgent service issues.

#### L. 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 / or 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 disabled or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 a.m. on day of collection. Residents should remove carts from curbside on the same day by 7:30 p.m. 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 signs 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

27 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 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.

Back yard 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 and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two weeks. The COR shall make the determination if this special service is justified based on current County policies, the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses. Contractors are responsible for removing and replacing the carts in the location they were placed by the homeowner.

Placement of household waste, recyclables, bulk items and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair Roll carts damaged through normal use at the County's expense. Roll carts damaged at the negligence of the Contractor will be the responsibility of the Contractor to repair or replace. Roll cart repair or replacement will be charged to the Contractor, with costs deducted from monthly payments due the Contractor. Roll cart repair or replacement will be charged at the current rates for repair or replacement. The County will provide all cart replacement and repairs deemed necessary.

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

28 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two. Additional vehicle types for yard waste and bulk collections are to be approved by the C.O.R.

A detailed list of vehicles to be used in the performance of this Contract shall be provided to the COR in advance of the contract commencement and maintained up-to-date thereafter.

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;

At the effective start date of the Contract, all vehicles used by Contractor to perform collection and transport of solid waste shall not, be older than five (5) model years nor have more than 50,000 actual miles of use. Exemptions are at the discretion of the C.O.R. All decisions made by the C.O.R. are final.

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.

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 - 8 of this Exhibit.

**B. TRANSPORTATION OF SOLID WASTE:**

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Division office for the annual fee of \$10 (ten dollars) 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 (two dollars) 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 fuel, hydraulic fluids, oil, leachate or other fluids is the responsibility of the Contractor.

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 redistribute 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,

30 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

Liquidated Damages (LDs) for non-performance shall be assessed as follows:

- 1) Overall Performance. These damages are assigned based on the Service Report Card which is a rating determined by the Contracting Official Representative (COR) based on valid customer complaints. These damages are assigned when the Contractor's overall complaints exceeds the County's acceptability standard of 0.65 valid complaints per 100 households per month. These LDs will be assigned each month and the amount withheld from the monthly payment to the Contractor.
  - Y First monthly occurrence – Written warning
  - Y Second consecutive monthly occurrence – 0.5% reduction in monthly payment
  - Y Third consecutive monthly occurrence – 1.5% reduction in monthly payment
  - Y Fourth consecutive monthly occurrence – 2.5% reduction in monthly payment
  - Y Fifth consecutive monthly occurrence – 3.5% reduction monthly payment
  
- 2) Failure to activate FleetMind ® System, log in, and dispatch all collection trucks in Richland County each collection day for the entire duration of all collection routes:
  - Y First daily occurrence – \$250 per vehicle / collection day
  - Y Second daily occurrence – \$500 per vehicle / collection day
  - Y Third daily occurrence – \$1,000 per vehicle / collection day
  - Y Fourth daily occurrence – \$1,000 per vehicle / collection day up to termination of Contract
  
- 3) Early collection start (prior to 7:00 a.m.) and unauthorized late collection (later than 7:30 p.m.) on the scheduled day of collection:
  - Y First occurrence – \$250
  - Y Second occurrence – \$500
  - Y Third occurrence – \$1,000
  - Y Fourth occurrence – \$1,000 up to termination of Contract

4) Inaccurate representation to the COR that collections were completed per the established schedule:

- Υ First occurrence – \$250
- Υ Second occurrence – \$500
- Υ Third occurrence – \$1,000
- Υ Fourth occurrence – \$1,000 up to termination of Contract

5) Failure to maintain the established daily 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 \$50 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 per dwelling unit fine.

6) Each time a vehicle is found to have dump cycle less than eight (8) seconds in duration, the Contactor will be assessed Liquidated Damages of the current rate plus delivery of a new roll cart which will be deducted for the monthly payment for curbside collection service.

7) Failure to immediately pick up, clean up, and / or remove leaking or spilling solid waste and vehicle fluids leakage will be \$100 for each occurrence per vehicle, per day.

8) Failure to maintain a vehicle in accordance with the specifications after one warning by the COR will be \$100 per vehicle, 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.

9) Mixing commercial, industrial or other local governments' recyclables, garbage, and yard waste with the County authorized household recyclables, garbage, and yard waste or mixing recyclables, garbage, and yard waste within the collection area shall result in the following fines:

- Υ First occurrence – \$1,000
- Υ Second occurrence – \$2,000
- Υ Third occurrence – \$5,000
- Υ Fourth occurrence – \$5,000 up to termination of Contract

The COR shall notify the Contractor in writing when it is determined that the assessment of liquidated damages is justified.

The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.

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.

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 Roll carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the Roll cart.
- 2) For Roll carts in service eight (8) to 15 years, the Contractor will pay 50% of the County's cost of replacing the Roll cart.
- 3) For Roll carts in service more than 15 years, the Contractor will pay none of the County's cost of replacing the Roll 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; 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

33 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- 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.

This Contract and any and all amendments and additions hereto shall be binding upon full and enforceable against the successors and assigns parties hereto.

**IN WITNESS THEREOF** this Contract has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Johnson's Garbage Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature


Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Print/Type Name

Print/Type Name

 **Richland County Attorney's Office**  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

## Richland County Council Request for Action

**Subject:**

Solid Waste & Recycling Division - Collection Area 7 Contract Renewal

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council renew the current service provider, Johnson’s Garbage Service for Collections Area 7.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	John Ansell	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	May 3, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Christopher Ziegler via email	<b>Date:</b>	May 17, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Collection Area 7 contract renewal		

**RECOMMENDED/REQUESTED ACTION:**

Solid Waste & Recycling is recommending the renewal of Collections Area 7 to the current service provider, Johnson's Garbage Service.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Collections contracts are continuing expenses in every budget year. This contract has been budgeted for in FY24 and places no additional burden of the Solid Waste & Recycling division. Funds are allocated through 2101365006-527200.

*Applicable department/grant key and object codes:* 2101365006-527200

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

No comments or areas of concern about legal exposure for the County.

**REGULATORY COMPLIANCE:**

This renewal allows Solid Waste & Recycling to remain compliant with the Solid Waste Management Plan and the Richland County Chapter 12 Code of Ordinance. This contract also provides all services as outlined by the solid waste fees charged to all residents in unincorporated Richland County.



#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The request is to provide uninterrupted curbside services to the 7783 customers in collection area 7. Richland County's business model collects fees in return for eligible curbside service. This renewal provides for a maximum of five (5) years of curbside service for these residents.

To provide reliable curbside services, residents require a diligent and proven performer to collect their waste. Johnson's Garbage Service has been providing those services at a high level for many years now, and County residents should expect the same level of service and customer care as they have been afforded in previous years.

Chapter 12 identifies the County's obligations of providing curbside service in exchange for annual solid waste fees. With the renewal of this contract, Solid Waste can continue to provide these services without any disruption. If this contract is not renewed, residents would experience a lapse in curbside services while the County prepared the RFP process. This process can take some time to complete and implement. With the current service levels provided by Johnson's Garbage Service, staff see no need to request anything other than a renewal to provide a continuity of operations and uninterrupted service.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

This renewal has several positive implications towards Richland County Strategic goals.

1.1 Develop realistic and achievable goals: Curbside collections goal is to provide reliable and continual services in Richland County. Providing a contract renewal to a proven performer accomplishes this goal.

3.1 Align budget to priorities: By negotiating a reasonable rate, the division has ensured fiscal responsibility for the duration of this contract. This is important with the volatility of today's climate and the unpredictable nature of the solid waste industry.

4.2 Coordinate departments to prepare for planned growth in areas by providing water, sewer, solid waste managements and roads: By extending this contract, area 7 will be better served by a high performing contractor capable of dealing with population growth and the increased solid waste inevitable with future development.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Richland County Solid Waste & Recycling supports this renewal based on a proven performance history with Johnson's Garbage Service. Reliable solid waste collections are not always easy to obtain, and this contractor has exhibited the ability to provide such in accordance with written policies and contracts.

**ATTACHMENTS:**

1. Collection Area 7 Contract

## AREA 7 - COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, XXXX, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Johnson's Garbage Service whose address is 3631 Oscar Street, Columbia, SC 29204 hereinafter referred to as "Contractor". This Contract shall become effective on January 1, 2024. This contract end date is December 31, 2026 with the option of two (2) one (1) year renewable extensions for a maximum contract life of five (5) years. The one year renewable extensions are at the sole discretion of Richland County and are not guaranteed by any language either oral or written. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 7.

## 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.

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_ 1 of 35

- 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. "New South Waste", hereinafter will be referred to as "Contractor" or "Prime Contractor".
- 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 #6 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

2 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

3 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

4 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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

5 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 a reason 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. Procedure to notify of Force Majeure will be forthcoming.

**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

6 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_



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 – The 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;

7 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 – The Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage – The 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 – The 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 – The 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 – The 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: New South Waste, P.O. Box 3549, West Columbia, SC 29171

**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, a-spatial 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 twenty-five (25) 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.

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 three (3) years with two (2) optional one-year renewals. 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. PROHIBITION OF GRATUITIES:**

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

**27. 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.

**28. 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.

**29. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Collection Area 6 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,

11 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to

12 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

**30. 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 Collection Area 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) assessment per employee, per day once a written warning has been issued and opportunity to comply has been provided.

**31. 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.

**32. 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.

**33. 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.

34. 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.

35. 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 35.D, 35.E and 35.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 57-0769565
- 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 \_\_\_\_\_

**36. 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.

### 37. 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 Johnson's Garbage Service during the term on this contract. Failure to provide such written notice shall result in a fine as determined by the County which may be deducted from the payments due the Contractor for services rendered.

### 38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. Request for Proposal
- C. Offeror's response

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.

## EXHIBIT "A"

### SCOPE OF SERVICES AND REQUIREMENTS – COLLECTION AREA \_

#### 1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide Residential / Small Business Curbside Collection Service within the area defined as Collection Area 7 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 a.m. to 7:30 p.m.) on collection days with no regular 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.

- A. Contractor shall provide the following curbside service to each eligible dwelling unit and any eligible small business consistent with the following provisions:

17 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- 1) Household Garbage 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 limited quantities either bagged, bundled, boxed, or loose.
  - 4) Bulk item / White Good collection by appointment. Items are limited to four (4) items per request. Appointments are to be scheduled and collected by the Contractor responsible for the collection area.
  - 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 nor commercial garbage 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 beyond that which can be placed in the roll cart shall be collected when placed in sealed / tied plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage 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 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 specified quantities once each week when bagged, bundled, boxed, or loose. Limbs and sticks must not exceed four (4) inches in diameter or four (4) feet in length and be generated from routine yard maintenance.
  - 2) Yard waste is to be bagged, bundled, loose or boxed. The approximate amount to be collected is 192 gallons. Example: Six, 30 gallon yard bags or a bundled pile or piles not exceeding six (6) feet in length, three (3) feet in width, and two (2) feet in height.
  - 3) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 4) Yard waste may not be mixed with household garbage, eligible small business garbage or recyclables and must be picked up separately. Yard waste shall be collected in

18 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

specified 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 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 is a limit of four items per bulk item / white goods appointment.
  - 2) Bulk items shall be collected by appointment when placed adjacent to the curb. Appointments and pickups shall occur within seven calendar days following receipt of the request.
  - 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.
  - 7) Contractor is required to make contact with the resident no later than 48 hours after being notified by the County. Collection to occur no later than seven (7) days after appointment is made.
- 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. Roll Carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the Contractor and replaced at full cost to the Contractor regardless of age. Civil damages occurring from improper cart placement are solely the responsibility of the Contractor.
  - 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 (C&D) materials except, small and incidental materials

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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, mulch, concrete blocks, etc.

19 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- 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, recyclables, or yard waste at least six (6) 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 every affected resident or eligible 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 eligible 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:

Y January	New Year's Day
Y May	Memorial Day
Y July	Independence Day
Y September	Labor Day
Y November	Thanksgiving Day
Y December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be delayed by one day. This will require collection routes to be run on Saturdays.

- 4) Contractor shall not charge fees or seek payment from residential customers or eligible 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) Collection vehicles must be equipped with the FleetMind<sup>®</sup> service verification system which includes cameras, GPS and software. The Collector shall use the system on all

collection vehicles at all times when in service. The Collector shall be responsible for all professional services (installation costs), FleetMind travel expenses for professional services, maintenance/repair expense, hardware/software upgrade cost and recurring monthly fees to keep the system in functioning operating condition for the term of this contract and any extensions thereof. Please see sample cost sheet for more details. Cost are subject to individual year, make, model, specifications of collection vehicles. All fees will be collected and distributed to FleetMind by the County through monthly deductions from monthly County payments to the Collector for services performed and/or when equipment is ordered. All Collectors will follow County guidelines within operation of the system and the County will maintain the software maintenance and server hosting. Failure to use equipment in the prescribed manner will be a performance issue and considered a violation of the contract. The Contractor agrees to contract individually with Fleetmind for the maintenance service agreement. Terms of that agreement are exclusive to the Contractor and Fleetmind.

- 6) The County will equally share the cost of service tags with the Contractor (50% - 50%) 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, but no less frequent than twice weekly. Contractors will maintain a stock equal to 5% of the total number of households serviced. Non-compliant tags will be procured from the County utilizing the County's vendor. Cost recovery for the Contractors portion of the service tags will be deducted from the monthly Collector's payment.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage Roll carts and eligible small business garbage Roll carts in Collection Area by the Unit Collection Rate per household garbage Roll cart or small business garbage Roll cart by the appropriate multiplier as established below;
- B. The number of eligible household garbage Roll carts and approved small business garbage Roll carts in Collection Area 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. Roll cart service is not to be discontinued for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and eligible small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance Liquidated Damages (LDs) and repair and

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_



INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- replacement costs for damages to roll carts from payment 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 not pay for collection, transportation or disposal of garbage, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or eligible small businesses;
- H. Payment will typically be made to the Contractor by the 15<sup>th</sup> 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 Collection Area\_:

The Unit Collection Rate below shall cover garbage, recycling, bulk items, white goods, and yard waste collection services.

<b>Collection Area <u>7</u></b>	
<b>Unit Collection Rate – Monthly Collector charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste, bulk items, and white goods collections.</b> <b>Enhanced (“Backyard”) Disabled Collection Rate</b> Enhanced service provided to disabled citizens.	\$ 29.00 per unit price
<b>Enhanced (“Backyard”) Service Rate –</b> Calculated rate to be paid to the Collector to provide backyard service for garbage and recyclables along with curbside service for yard waste, bulk items, and white goods.	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 (BLS), published CPI-U All Items, December-to-December, Unadjusted.

Collection and transportation will be in accordance with the minimum requirements described

4. herein:

#### 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 a.m. to 7:30 p.m., five (5) days a week. Calls from the COR or COR's representative shall be responded to within four (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 shall display the name of the Contractor (New South Waste) so that customers are fully informed about who their authorized Solid Waste Contractor is. Identification of the Contractor shall be displayed on all employees 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 a record 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 valid, 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 laws, Regulations, Acts and Policies.

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

23 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 Collection Area 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 is 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 (QCI) 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.

The Contractor's **Safety Plan / Manual** shall be submitted to the County thirty (30) calendar days prior to commencing the contract. Updates will be available for review at all times throughout the Contract period.

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. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles determined to be unsatisfactory will be brought into compliance within 48-hours or removed from service with an alternative vehicle brought in to replace. Prevention and cleanup of leachate spills are the responsibility of the Contractor.

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. 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.

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.

K. FLEET / EQUIPMENT

The 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

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_



vehicle is in service.

The 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.

#### G. COMMUNICATION

The Contractor shall maintain and have available at all times, multiple methods of communication with the COR and the Solid Waste & Recycling Division staff. This can include landlines, mobile telephone (required), electronic mail (required), and other forms of communication in order to ensure constant, reliable communication while at the office and in the field. The Contractor is to have staff available after hours to respond to urgent service issues.

#### L. 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 / or 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 disabled or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 a.m. on day of collection. Residents should remove carts from curbside on the same day by 7:30 p.m. 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 signs 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

27 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_



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 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.

Back yard 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 and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two weeks. The COR shall make the determination if this special service is justified based on current County policies, the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses. Contractors are responsible for removing and replacing the carts in the location they were placed by the homeowner.

Placement of household waste, recyclables, bulk items and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair Roll carts damaged through normal use at the County's expense. Roll carts damaged at the negligence of the Contractor will be the responsibility of the Contractor to repair or replace. Roll cart repair or replacement will be charged to the Contractor, with costs deducted from monthly payments due the Contractor. Roll cart repair or replacement will be charged at the current rates for repair or replacement. The County will provide all cart replacement and repairs deemed necessary.

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

28 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two. Additional vehicle types for yard waste and bulk collections are to be approved by the C.O.R.

A detailed list of vehicles to be used in the performance of this Contract shall be provided to the COR in advance of the contract commencement and maintained up-to-date thereafter.

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;

At the effective start date of the Contract, all vehicles used by Contractor to perform collection and transport of solid waste shall not, be older than five (5) model years nor have more than 50,000 actual miles of use. Exemptions are at the discretion of the C.O.R. All decisions made by the C.O.R. are final.

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.

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 - 8 of this Exhibit.

**B. TRANSPORTATION OF SOLID WASTE:**

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Division office for the annual fee of \$10 (ten dollars) 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 (two dollars) per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the

29 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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 fuel, hydraulic fluids, oil, leachate or other fluids is the responsibility of the Contractor.

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 redistribute 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,

30 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

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.

Liquidated Damages (LDs) for non-performance shall be assessed as follows:

- 1) Overall Performance. These damages are assigned based on the Service Report Card which is a rating determined by the Contracting Official Representative (COR) based on valid customer complaints. These damages are assigned when the Contractor's overall complaints exceeds the County's acceptability standard of 0.65 valid complaints per 100 households per month. These LDs will be assigned each month and the amount withheld from the monthly payment to the Contractor.
  - Y First monthly occurrence – Written warning
  - Y Second consecutive monthly occurrence – 0.5% reduction in monthly payment
  - Y Third consecutive monthly occurrence – 1.5% reduction in monthly payment
  - Y Fourth consecutive monthly occurrence – 2.5% reduction in monthly payment
  - Y Fifth consecutive monthly occurrence – 3.5% reduction monthly payment
  
- 2) Failure to activate FleetMind<sup>®</sup> System, log in, and dispatch all collection trucks in Richland County each collection day for the entire duration of all collection routes:
  - Y First daily occurrence – \$250 per vehicle / collection day
  - Y Second daily occurrence – \$500 per vehicle / collection day
  - Y Third daily occurrence – \$1,000 per vehicle / collection day
  - Y Fourth daily occurrence – \$1,000 per vehicle / collection day up to termination of Contract
  
- 3) Early collection start (prior to 7:00 a.m.) and unauthorized late collection (later than 7:30 p.m.) on the scheduled day of collection:
  - Y First occurrence – \$250
  - Y Second occurrence – \$500
  - Y Third occurrence – \$1,000
  - Y Fourth occurrence – \$1,000 up to termination of Contract

4) Inaccurate representation to the COR that collections were completed per the established schedule:

- Y First occurrence – \$250
- Y Second occurrence – \$500
- Y Third occurrence – \$1,000
- Y Fourth occurrence – \$1,000 up to termination of Contract

5) Failure to maintain the established daily 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 \$50 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 per dwelling unit fine.

6) Each time a vehicle is found to have dump cycle less than eight (8) seconds in duration, the Contactor will be assessed Liquidated Damages of the current rate plus delivery of a new roll cart which will be deducted for the monthly payment for curbside collection service.

7) Failure to immediately pick up, clean up, and / or remove leaking or spilling solid waste and vehicle fluids leakage will be \$100 for each occurrence per vehicle, per day.

8) Failure to maintain a vehicle in accordance with the specifications after one warning by the COR will be \$100 per vehicle, 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.

9) Mixing commercial, industrial or other local governments' recyclables, garbage, and yard waste with the County authorized household recyclables, garbage, and yard waste or mixing recyclables, garbage, and yard waste within the collection area shall result in the following fines:

- Y First occurrence – \$1,000
- Y Second occurrence – \$2,000
- Y Third occurrence – \$5,000
- Y Fourth occurrence – \$5,000 up to termination of Contract

The COR shall notify the Contractor in writing when it is determined that the assessment of liquidated damages is justified.

The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.

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.

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 Roll carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the Roll cart.
- 2) For Roll carts in service eight (8) to 15 years, the Contractor will pay 50% of the County's cost of replacing the Roll cart.
- 3) For Roll carts in service more than 15 years, the Contractor will pay none of the County's cost of replacing the Roll 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; 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

33 of 35

INITIALS: COUNTY \_\_\_\_\_ <VENDOR> \_\_\_\_\_

- 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.

This Contract and any and all amendments and additions hereto shall be binding upon full and enforceable against the successors and assigns parties hereto.

**IN WITNESS THEREOF** this Contract has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

Johnson's Garbage Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature


Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Print/Type Name

Print/Type Name

 **Richland County Attorney's Office**  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content



**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ 23-HR**

**An Ordinance to raise revenue, make appropriations, and adopt FY 2024 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, 2023 will provide sufficient revenues for the operations of Richland County Government from July 1, 2023 through June 30, 2024 (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 2023-2024 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	\$202,132,831	\$6,525,000	\$5,474,226	\$214,132,057	\$203,513,282	\$9,465,912	\$212,979,194
General Fund Capital	\$0	\$0	\$0	\$0	\$1,152,863	\$0	\$1,152,863
<b>General Fund</b>	<b>\$202,132,831</b>	<b>\$6,525,000</b>	<b>\$5,474,226</b>	<b>\$214,132,057</b>	<b>\$204,666,145</b>	<b>\$9,465,912</b>	<b>\$214,132,057</b>
<b>Special Revenue</b>							
Victim’s Rights	\$389,137	\$945,289	\$0	\$1,334,426	\$1,334,426	\$0	\$1,334,426
Tourism Development	\$1,280,500	\$0	\$0	\$1,280,500	\$1,280,500	\$0	\$1,280,500
Temporary Alcohol Permits	\$167,817	\$0	\$0	\$167,817	\$167,817	\$0	\$167,817
Emergency Telephone System	\$2,200,000	\$3,556,442	\$1,690,000	\$7,446,442	\$7,446,442	\$0	\$7,446,442
Fire Service	\$30,728,500	\$0	\$4,911,275	\$35,639,775	\$32,083,333	\$3,556,442	\$35,639,775
Stormwater Management	\$3,894,800	\$0	\$0	\$3,894,800	\$3,894,800	\$0	\$3,894,800
Conservation Commission Fund	\$946,000	\$143,988	\$2,818,942	\$3,908,930	\$3,908,930	\$0	\$3,908,930
Neighborhood Redev. Fund	\$946,000	\$0	\$0	\$946,000	\$946,000	\$0	\$946,000
Hospitality Tax	\$8,400,000	\$0	\$1,098,713	\$9,498,713	\$4,510,000	\$4,988,713	\$9,498,713
Accommodation Tax	\$600,000	\$0	\$166,667	\$766,667	\$741,667	\$25,000	\$766,667
Title IVD - Sheriff’s Fund	\$62,671	\$0	\$0	\$62,671	\$62,671	\$0	\$62,671
Road Maintenance Fee	\$6,450,000	\$0	\$4,895,478	\$11,345,478	\$11,345,478	\$0	\$11,345,478
Public Defender	\$2,309,184	\$4,102,572	\$0	\$6,411,756	\$6,411,756	\$0	\$6,411,756
Transportation Tax	\$88,000,000	\$0	\$0	\$88,000,000	\$2,735,683	\$85,264,317	\$88,000,000
Mass Transit	\$0	\$24,754,400	\$0	\$24,754,400	\$24,754,400	\$0	\$24,754,400
School Resource Officers	\$5,232,998	\$1,996,712	\$0	\$7,229,710	\$7,229,710	\$0	\$7,229,710
Economic Development	\$5,400,000	\$946,000	\$0	\$6,346,000	\$4,743,083	\$1,602,917	\$6,346,000
Child Fatality Review	\$35,000	\$0	\$35,000	\$70,000	\$70,000	\$0	\$70,000
<b>Special Revenue Total</b>	<b>\$157,042,607</b>	<b>\$36,445,403</b>	<b>\$15,616,075</b>	<b>\$209,104,085</b>	<b>\$113,666,696</b>	<b>\$95,437,389</b>	<b>\$209,104,085</b>
<b>Debt Service</b>							
General Debt Service	\$20,124,222	\$0	\$0	\$20,124,222	\$20,124,222	\$0	\$20,124,222
Fire Bonds 2018B 1,500,000	\$550,150	\$0	\$0	\$550,150	\$550,150	\$0	\$550,150
RFC-IP Revenue Bond 2019	\$1,602,917	\$0	\$0	\$1,602,917	\$1,602,917	\$0	\$1,602,917
Hospitality Refund 2013A B/S	\$0	\$1,488,713	\$0	\$1,488,713	\$1,488,713	\$0	\$1,488,713
East Richland Public Svc Dist.	\$1,438,561	\$0	\$0	\$1,438,561	\$1,438,561	\$0	\$1,438,561
Recreation Commission Debt Svc	\$3,164,689	\$0	\$0	\$3,164,689	\$3,164,689	\$0	\$3,164,689
Riverbanks Zoo Debt Service	\$2,591,510	\$0	\$0	\$2,591,510	\$2,591,510	\$0	\$2,591,510
School District 1 Debt Service	\$66,841,168	\$0	\$0	\$66,841,168	\$66,841,168	\$0	\$66,841,168
School District 2 Debt Service	\$66,194,904	\$0	\$0	\$66,194,904	\$66,194,904	\$0	\$66,194,904
Transportation BAN		\$14,434,750	\$0	\$14,434,750	\$14,434,750	\$0	\$14,434,750
<b>Debt Service Total</b>	<b>\$162,508,121</b>	<b>\$15,923,463</b>	<b>\$0</b>	<b>\$178,431,584</b>	<b>\$178,431,584</b>	<b>\$0</b>	<b>\$178,431,584</b>
<b>Enterprise Funds</b>							
Solid Waste Enterprise Fund	\$44,207,178	\$0	\$0	\$44,207,178	\$44,207,178	\$0	\$44,207,178
Richland County Utilities	\$14,661,266	\$0	\$0	\$14,661,266	\$14,661,266	\$0	\$14,661,266
Hamilton-Owens Airport Operating	\$295,000	\$0	\$313,544	\$608,544	\$608,544	\$0	\$608,544
<b>Enterprise Funds Total</b>	<b>\$59,163,444</b>	<b>\$0</b>	<b>\$313,544</b>	<b>\$59,476,988</b>	<b>\$59,476,988</b>	<b>\$0</b>	<b>\$59,476,988</b>
<b>Millage Agencies</b>							
Richland Cnty Recreation Commission	\$16,455,543	\$0	\$0	\$16,455,543	\$16,455,543	\$0	\$16,455,543
Columbia Area Mental Health	\$2,531,000	\$0	\$0	\$2,531,000	\$2,531,000	\$0	\$2,531,000
Public Library	\$31,030,229	\$0	\$0	\$31,030,229	\$31,030,229	\$0	\$31,030,229
Riverbanks Zoo	\$2,706,000	\$0	\$0	\$2,706,000	\$2,706,000	\$0	\$2,706,000
Midlands Technical College	\$7,228,763	\$0	\$0	\$7,228,763	\$7,228,763	\$0	\$7,228,763
Midlands Tech Capital/Debt Service	\$3,926,731	\$0	\$0	\$3,926,731	\$3,926,731	\$0	\$3,926,731
School District One	\$254,990,675	\$0	\$0	\$254,990,675	\$254,990,675	\$0	\$254,990,675
School District Two	\$181,576,392	\$0	\$0	\$181,576,392	\$181,576,392	\$0	\$181,576,392
<b>Millage Agencies Total</b>	<b>\$500,445,333</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,445,333</b>	<b>\$500,445,333</b>	<b>\$0</b>	<b>\$500,445,333</b>
<b>Grand Total</b>	<b>\$1,081,292,336</b>	<b>\$58,893,866</b>	<b>\$21,403,845</b>	<b>\$1,161,590,047</b>	<b>\$1,056,686,746</b>	<b>\$104,903,301</b>	<b>\$1,161,590,047</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, excluding fees from SECTION 16, SECTION 17, SECTION 18 and SECTION 19, 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 2023. 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 June 6, 2023 meeting, Richland County Council approved an increase in the Business License Rate Classes effective July 1, 2023 (FY 2024). New rate class schedule is as follows:

Rate Class	Base Rate	Incremental Rate
Rate Class 1	\$20.00	\$1.00
Rate Class 2	\$22.00	\$1.10
Rate Class 3	\$24.00	\$1.20
Rate Class 4	\$26.00	\$1.30
Rate Class 5	\$28.00	\$1.40
Rate Class 6	\$30.00	\$1.50
Rate Class 7	\$32.00	\$1.60

**SECTION 17.** During its June 6, 2023 meeting, Richland County Council approved an increase in the Building Permitting Rates effective July 1, 2023 (FY 2024). New rate schedule is as follows:

- Residential Review = 20% of Permit Fee
- Commercial Reviews = 40% of Permit Fee

**Demolition Fee**

- Residential Structure = \$75.00
- Residential One Story = \$75.00
- Residential Two Story = \$75.00
- Residential Three Story = \$75.00
- Commercial Structures = \$75.00

**Standard Permit Fees-No Change**

**SECTION 18.** During its June 6, 2023 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2023 (FY 2024). New fees, as approved, are as follows:

Water fees:

- Hydrant Fee: \$8.00
- \$3 Increase in Base Fee

Additional water fees are published in the following table to be effective from July 1, 2023”

		Current Fees	New Fees
<b>Willingness to Serve Fees</b>	<b>Notes</b>		
Capacity Request	Initial Inquiry Plus up to 2 Revisions	\$ -	\$100.00
Capacity Request (Revisions)	Each additional Revision	\$ -	\$50.00
Capacity Request with Pump Station	One Time Fee	\$ -	\$1,000.00
<b>Plan Review Fees</b>	<b>Notes</b>		
Project Plan Review up to 100 REUs	Initial Plus up to 2 Revisions	\$ -	\$1,000.00
Project Plan Review over 100 REUs	Initial Plus up to 2 Revisions	\$ -	\$5,000.00
Project Plan Review more than two follow-ups	Each	\$ -	\$500.00
Pump Station Review	Each	\$ -	\$1,000.00
<b>Inspection Fees</b>	<b>Notes</b>		
Project Inspection	Initial and One Follow-up Final Inspection	\$ 375.00	\$1,500.00
Project Field Changes (after Plan Approval)	Per Field Modification	\$ -	\$500.00
Pump Station Inspection	Each	\$ -	\$1,250.00
<b>Legal &amp; Administration Fees</b>	<b>Notes</b>		
Project Closeout	Each	\$ -	\$500.00
Off-site Right of Way	Each	\$ -	\$500.00
Developer Agreement	Each	\$ -	\$1,000.00
<b>Fines</b>	<b>Notes</b>		
Illegal Tap Fines	+ Permit Cost + Repairs + Admin Fee	\$ -	\$500.00
<b>Fat, Oil, &amp; Grease (FOG) &amp; Private Pump Stations Fees</b>	<b>Notes</b>		
Food Service Establishment (FSE) Review	New Commercial Utilities	\$ -	\$500.00
Food Service Establishment (FSE) Inspection	Site or Construction Commercial Utilities	\$ -	\$250.00
Food Service Establishment (FSE) Monthly	Monthly Inspection Fee	\$ -	\$20.00
Individual Pump Station Service Call	Service Visit Fee	\$ -	\$20.00
Individual Pump Station Inspection	Initial Pump Station Connection	\$ -	\$500.00

**SECTION 19.** During its June 6, 2023 meeting, County Council approved the implementation of new rates effective July 1, 2023. The new rates for curbside, as approved, are as follows:

Solid Waste rates:

- Curbside Collection Fee-\$350.57 (Current rate increased by 5.0%) \$368.10
- Backyard Service (enhanced service)-631.03(Proposed curbside rate x 1.8 as per ordinance) \$662.58
- New Commercial \$679.77
- Disability Backyard Service-350.57 (Current rate increased by 5.0%) \$368.10
- Rollcart Initial Setup Fee -\$75.00
- C&D Disposal @ Richland County Landfill-\$26.25per ton (Waste must originate in RC) 5% increase
- Yard/Land Clearing Debris/Dirt-\$26.25 per ton
- Brown Goods/Bulk Items-\$26.25 per ton
- Metal and Appliances-\$26.25 per ton
- Mattress/Box Spring –N/C for Richland County Residents (Limit 2 per day. Mattress + box spring are 1)
- Mattress/Box spring commercial -\$336.00 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 -\$1.05 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 -\$1.05 per/lb.

Additional rates are published in the “Solid Waste Fee Schedule Effective July 1, 2023”

**SECTION 20. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 21. 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 22. Effective Date.** This Ordinance shall become effective July 1, 2023.

Richland County Council

By: \_\_\_\_\_

First Reading: FY 2024 – May 2, 2023  
Public Hearing: FY 2024 – May 11, 2023  
Second Reading: FY 2024 – May 25, 2023  
Third Reading: FY 2024 – June 6, 2023

Color Key	
Millage Agencies	Requesting Mill Cap Budget or More than No Mill Budget
Millage Agencies	Requesting No Mill Budget
Motions	Motions by Councilmembers
Motions	Important Motions - Dependent of Council Actions

THIRD READING BUDGET MOTIONS LIST FY 2023-24

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
<b>1: MILLAGE AGENCIES</b>											
1	Administration	63	Millage Agency	Recreation Commission	Approve the agency's budget request for FY2024 No Mill Budget	Yes	Requesting Mill Cap Budget (\$17,776,643) FY 2023 \$15,362,500 + ARPA \$75,000= \$15,437,500	\$ 16,455,543	Passed	\$ 16,455,543	
2	Livingston	63	Millage Agency	Columbia Area Mental Health	Approve the agency's budget request at Mill Cap Budget	Yes	Requesting Mill Cap Budget (\$2,714,000) FY 2023 \$2,408,000 + ARPA \$135,000= \$2,543,000	\$ 2,714,000	Passed	\$ 2,714,000	
3	Terracio	63	Millage Agency	Public Library	Approve the agency's budget request at \$32,311,229	Yes	Requesting Mill Cap Budget (\$33,592,229) FY 2023 \$29,460,000 + ARPA \$400,000 = \$29,860,000	\$ 32,311,229	Passed	\$ 32,311,229	
4	Administration	63	Millage Agency	Riverbanks Zoo and Gardens	Approve the agency's budget request at FY2024 No Mill Budget	Yes	Requesting No Mill Budget	\$ 2,706,000	Passed	\$ 2,706,000	
5	Livingston	63	Millage Agency	Midlands Tech. College (Operating)	Approve the agency's budget request at \$7,503,630	Yes	Requesting more than No Mill (\$7,503,630) FY 2023 \$6,898,100 + ARPA \$375,000 = \$7,273,100	\$ 7,228,763	Failed	\$ 7,503,630	
5-A	Terracio	63	Millage Agency	Midlands Tech. College (Operating)	Approve the agency's budget request for FY2024 No Mill Budget	Yes	Requesting more than No Mill (\$7,503,630) FY 2023 \$6,898,100 + ARPA \$375,000 = \$7,273,100	\$ 7,228,763	Passed	\$ 7,228,763	
6	Administration	63	Millage Agency	Midlands Tech Capital/Debt Service	Approve the agency's budget request at FY2024 No Mill Budget	Yes	Requesting No Mill Budget	\$ 3,926,731	Passed	\$ 3,926,731	
7	Administration	63	Millage Agency	School District One	Approve the agency's budget request at FY2024 No Mill Budget	Yes	Requesting more than No Mill (\$261,609,408) FY 2023 \$239,797,217	\$ 254,990,675	Passed	\$ 254,990,675	
8	Administration	63	Millage Agency	School District Two	Approve the agency's budget request at FY2024 No Mill Budget	Yes	Requesting No Mill Budget	\$ 181,576,392	Passed	\$ 181,576,392	
<b>2: GRANTS</b>											
9	Administration	23	Special Revenue	Accommodations Tax	Approve A-Tax revenue projections	No		\$ 600,000	Passed	\$ 600,000	
10	Administration	23	Special Revenue	Accommodations Tax	Approve A-Tax use of fund balance	No		\$ 166,667	Passed	\$ 166,667	
11	Administration	23	Special Revenue	Accommodations Tax	Approve A-Tax transfer out	No		\$ 25,000	Passed	\$ 25,000	
12	Administration	23-24	Special Revenue	Accommodations Tax	Approve A-Tax committee recommendations	No		\$ 741,667	Passed	\$ 741,667	
13	Administration	25	Special Revenue	Hospitality Tax	Approve H-Tax revenue projections	No		\$ 8,400,000	Passed	\$ 8,400,000	
14	Administration	25	Special Revenue	Hospitality Tax	Approve H-Tax use of fund balance	No		\$ 1,098,713	Passed	\$ 1,098,713	
15	Administration	25	Special Revenue	Hospitality Tax	Approve H-Tax transfer out	No		\$ 4,988,713	Passed	\$ 4,988,713	
16	Administration	27-29	Special Revenue	Hospitality Tax	Approve H-Tax committee recommendations	No		\$ 500,000	Passed	\$ 500,000	
17	Administration	25	Special Revenue	Hospitality Tax	Approve H-Tax reserve for contingency	No		\$ 150,000	Passed	\$ 150,000	
18	Administration	25,26	Special Revenue	Hospitality Tax	Approve H-Tax Council discretionary	Yes	\$82,425 for each Council District	\$ 906,675	Passed	\$ 906,675	
19	Barron	26	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Columbia Museum of Art at the requested amount	Yes	Requested \$850,000	\$ 850,000	Passed	\$ 850,000	
20	Barron	26	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Historic Columbia Foundation at the requested amount	Yes	Requested \$622,500. Committee awarded \$8,900	\$ 613,600	Passed	\$ 613,600	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
21	Barron	26	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for EdVenture at the requested amount	Yes	Requested \$575,000. Committee awarded \$11,000	\$ 564,000	Passed	\$ 564,000	
22	English, Livingston	26	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding for Township Auditorium Foundation	Yes	No budget request received	\$ 415,000	Passed	\$ 415,000	
23	English, Livingston	26	Special Revenue	Hospitality Tax (Ordinance Agency)	Approve funding to Richland County Facilities and Grounds Maintenance Division to provide Township Auditorium's ground maintenance	Yes	As the property-owner, Richland County is responsible for ground maintenance of the Township Auditorium. This funding will be used by Richland County's Facilities and Ground Maintenance Division to carry this responsibility.	\$ 70,000	Passed	\$ 70,000	
24	Administration	26	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Capital City Lake Murray Country	Yes	Requested \$150,000. Committee awarded \$25,400	\$ 124,600	Passed	\$ 124,600	
25	Administration	26	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia Metro Convention & Visitors Bureau	Yes	Requested \$275,000. Committee awarded \$33,000	\$ 242,000	Passed	\$ 242,000	
26	Administration	26	Special Revenue	Hospitality Tax (Special Promotions)	Approve funding for Columbia International Festival	Yes	Requested \$235,000. Committee awarded \$17,200	\$ 217,800	Passed	\$ 217,800	
27	Barron	26	Special Revenue	Hospitality Tax (Tier 3)	Approve funding for South East Rural Community Outreach (SERCO)	Yes	Requested \$90,000. Committee awarded \$11,333	\$ 78,667	Passed	\$ 78,667	
28	Administration	26	Special Revenue	Hospitality Tax (Tier 3)	Approve carry over any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY 2024 budget	No		N/A	Passed	N/A	
29	Administration	26	Special Revenue	Hospitality Tax (Tier 3)	Approve carry over any unexpended funds from the Historical Corridor to FY 2024 budget	No		N/A	Passed	N/A	
30	English, Livingston	28	Special Revenue	Hospitality Tax	Approve funding to the Lower Richland Sweet Potato Festival for their annual festival in FY 2024	Yes	Committee awarded \$15,800	\$ 44,200	Passed	\$ 44,200	
31	Newton	25-29	Special Revenue	Hospitality Tax	Approve carrying over any unexpended hospitality funds from each Councilmember District to FY 2024 budget	No		N/A	Passed	N/A	
32	Administration	27	Special Revenue	Hospitality Tax	Adjust and approve H-Tax use of fund balance as necessary	Yes	This will override motion # 14	\$ 1,365,255	Passed	\$ 1,365,255	
33	Administration	31-33	Special Revenue	Neighborhood Redevelopment	Approve neighborhood improvement grant recommendations	No		\$ 79,140	Passed	\$ 79,140	
34	Administration	34	Special Revenue	Conservation Commission	Approve Conservation Commission grant recommendations	No		\$ 178,490	Passed	\$ 178,490	
35	Administration	35-41	Special Revenue (Grant Revenue)	Various Grant Funded Depts.	Approve department requests that are applying for external grants in FY 2024, required matching of County funds, and grant funded positions	No	Departments requesting approval of applying various grants. Potential total external incoming revenue of \$47,315,116 and associated matching of County funds: • \$1,473,103 in General Funds • \$12,762,555 in Other Funds	\$ 61,550,774	Passed	\$ 61,550,774	
<b>3: GENERAL FUND</b>											
36	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve Projected Operating General Fund Revenue as presented in the FY 2024 Recommended Budget Book	No		\$ 202,132,831	Passed	\$ 202,132,831	
37	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve General Fund Transfers In from H-Tax and A-Tax Funds as presented in the FY 2024 Recommended Budget Book	No		\$ 3,525,000	Passed	\$ 3,525,000	
38	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY 2024 Recommended Budget Book	No	This amount will be updated based on Council's actions on the following motions	\$ 5,474,226	Passed	\$ 5,474,226	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
39	Administration	7,8	General Fund (Revenue)	County-wide Departments	Approve Use of ARPA funds to support General Fund expenditure	No		\$ 7,000,000	Passed	\$ 7,000,000	
40	Administration	4	General Fund (Revenue)	Business Service Center	Approve refining and redesigning the Business License Fee schedule as presented by the Richland County's Business Service Center	No	The new business license fee schedule was presented by Mr. Cavanaugh during Budget Work Session on May 4,2023	N/A	Passed		N/A
41	Administration	4	General Fund (Revenue)	Building Inspections Department	Approve review and renew Building Permit Fees as presented by the Richland County's Building Inspections Department	No	The new building permit fee schedule was presented by Mr. Zaprzalka during Budget Work Session on May 4,2023	N/A	Passed		N/A
42	Administration	4,6	General Fund (Expenditure)	County-wide Departments	Approve 4% pay raise for Richland County's full-time employees to be implemented in August,2023 (General Funded Positions)	No		\$ 4,405,808		\$ 4,405,808	
43	Administration	4,6	Other Funds - Expenditure (Special Revenue and Enterprise)	County-wide Departments	Approve 4% pay raise for Richland County's full-time employees to be implemented in August 2023 (Other Funded Positions)	No		\$ 1,152,155	Passed	\$ 1,152,155	
44	Administration	4,6	General Fund (Expenditure)	County-wide Departments	Approve funding for implementation of wage adjustment plan to be approved by the Council at a later date. This is the partial funding for FY 2024.	No		\$ 5,594,192	Passed	\$ 5,594,192	
45	Administration	4	General Fund (Expenditure)	Administration	Approve and direct County Administrator to undertake a study to will undertake a study to determine a cost overhead model to allocate certain shared general governmental functions costs to Enterprise Funds	No		N/A	Passed		N/A
46	Administration	4	General Fund (Expenditure)	County-wide Departments	Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY 2024 Recommended Budget Book	No		\$ 194,203,021	Passed	\$ 194,203,021	
47	Administration	4	General Fund (Expenditure)	Transfer Out	Approve General Fund Operating Transfers Out as presented in the FY 2024 Recommended Budget Book	No		\$ 9,465,912	Passed	\$ 9,465,912	
48	Administration	N/A	General Fund (Expenditure)	Non-Departmental	Approve funding for affordable housing initiatives	No		\$ 4,000,000	Passed	\$ 4,000,000	
49	Administration	4,20	General Fund (Expenditure)	County-wide Departments	Approve General Fund New Position as presented in the FY 2024 Recommended Budget Book	No		\$ 463,124	Passed	\$ 463,124	
50	Administration	21	Other Funds - Expenditure (Special Revenue and Enterprise)	County-wide Departments	Approve Other Fund New Positions as presented in the FY 2024 Recommended Budget Book	No		\$ 636,163	Passed	\$ 636,163	
51	Administration	14	General Fund (Expenditure)	Non-Departmental	Approve funding the Central Midlands COG for FY 2024	No		\$ 219,917	Passed	\$ 219,917	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
52	Administration	14	General Fund (Expenditure)	Non-Departmental	Approve funding the City Center Partnership for FY 2024	No		\$ 50,000	Passed	\$ 50,000	
53	Administration	14	General Fund (Expenditure)	Non-Departmental	Approve funding the LRADAC for FY 2024	No		\$ 600,000	Passed	\$ 600,000	
54	Administration	14	General Fund (Expenditure)	Community Impact Grants	Approve funding for the Community Impact Grant Committee recommendations	No		\$ 1,780,000	Passed	\$ 1,780,000	
55	McBride, Weaver, Pugh	14	General Fund (Expenditure)	Community Impact Grants	1 ) 60% of the total funding for Community Impact Grants be allocated for countywide community grants using current grant application process; 2) The remaining 40% of funding be allocated and divided equally among all eleven districts using a process similar to District Hospitality-Tax allocation; 3) Administration will review grant process to ensure guidelines are in compliance with all fiscal and legal requirements and make recommendations as appropriate.	No		N/A	Failed	N/A	
56	McBride, Pugh	N/A	General Fund (Expenditure)	Community Impact Grants	Approve funding for St. John Foundation, Inc. (Career Development and Violence Prevention Program) for FY 2024	Yes	Approval of this motion will increase use of fund balance.	\$ 75,000	Failed	\$ 75,000	
57	McBride, Pugh	N/A	General Fund (Expenditure)	Community Impact Grants	Approve funding for Wiley Kennedy Foundation, Inc.(Community Empowerment and Youth Fellowship Program) for FY 2024	Yes	Approval of this motion will increase use of fund balance.	\$ 75,000	Failed	\$ 75,000	
58	Barron	N/A	General Fund (Expenditure)	Community Impact Grants	Approve funding for Communities in Schools of SC	Yes	Approval of this motion will increase use of fund balance.	\$ 81,000	Withdrawn	N/A	
59	Barron	N/A	General Fund (Expenditure)	Community Impact Grants	Approve funding for Midlands Area Food Bank	Yes	Approval of this motion will increase use of fund balance.	\$ 150,000	Withdrawn	N/A	
60	Weaver	N/A	General Fund (Expenditure)	Public Information Office	Eliminate the printing of annual calendars from the PIO Office by reducing the need to print wall calendars	Yes	Estimated cost of printing of calendars is \$11,500	N/A	Withdrawn	N/A	
61	Branham, Weaver	N/A	General Fund (Expenditure)	Sheriff Department	Approve funding to allow Sheriff's Department (1) to increase the minimum starting salary of a sheriff's deputy to \$50,000 (2) to ensure that any deputy with at least one year of experience with the department makes at least \$52,500 and (3) all employees of RCSD receives a 5% of pay increase in FY 2024.	Yes	* Total expenditure of this motion: \$ 7,539,072.38 * Available Current Funding: \$2,261,721.72 * Additional New Funding Needed: \$ 5,277,350.67. *As per the current revenue estimates and use of fund balance, we do not have enough resources to fund this motion. * This include Council approved unfrozen positions and bring them to \$50,000 mark.	\$ 5,277,351	Amended	N/A	
61-A	Branham	N/A	General Fund (Expenditure)	Sheriff Department	Approve \$464,000 to raise pay for Sheriff's Deputy, Master Deputy, Corporal, and Sergeant towards the direction of having a minimum starting salary of \$50,000	Yes	This motion will increase the use of fund balance mentioned in item # 38 by \$464,000.	\$ 464,000	Passed	\$464,000	
62	Administration	N/A	General Fund (Expenditure)	County-wide Departments	Authorize increase in the General Fund Operating Levy by 3 millage points to raise FY sufficient 2024 General Fund Revenue	Yes		N/A	Withdrawn	N/A	Withdrawn



Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
63	Administration	7,8	General Fund (Revenue)	County-wide Departments	Adjust and approve Projected Use of General Fund Balance to support overall General Fund expenditure as necessary	Yes	This will override motion # 38	\$ 5,938,226	Passed	\$ 5,938,226	
<b>4: SPECIAL REVENUE FUNDS</b>											
64	Administration	43-52	Special Revenue	Economic Development	Approve revenue and expenditure budget of Economic Development	No		\$ 6,346,000	Passed	\$ 9,846,000	
65	Administration	43-52	Special Revenue	Emergency Telephone System	Approve revenue and expenditure budget of Emergency Telephone System	No		\$ 7,446,442	Passed	\$ 7,446,442	
66	Administration	43-52	Special Revenue	Fire Services	Approve revenue and expenditure budget of Fire Services	No		\$ 35,639,775	Passed	\$ 35,639,775	
67	Administration	43-52	Special Revenue	Hospitality Tax	Approve revenue and expenditure budget of Hospitality Tax	No		\$ 9,498,713	Passed	\$ 9,498,713	
68	Administration	43-52	Special Revenue	Accommodations Tax	Approve revenue and expenditure budget of Accommodations Tax	No		\$ 766,667	Passed	\$ 766,667	
69	Administration	43-52	Special Revenue	Transportation Tax	Approve revenue and expenditure budget of Transportation Tax	No		\$ 88,000,000	Passed	\$ 88,000,000	
70	Administration	43-52	Special Revenue	Mass Transit	Approve revenue and expenditure budget of Mass Transit	No		\$ 24,754,400	Passed	\$ 24,754,400	
71	Administration	43-52	Special Revenue	Neighborhood Redevelopment	Approve revenue and expenditure budget of Neighborhood Redevelopment	No		\$ 946,000	Passed	\$ 946,000	
72	Administration	43-52	Special Revenue	Public Defender	Approve revenue and expenditure budget of Public Defender	No		\$ 6,411,756	Passed	\$ 6,411,756	
73	Administration	43-52	Special Revenue	Title IVD - Sheriff's Fund	Approve revenue and expenditure budget of Title IVD - Sheriff's Fund	No		\$ 62,671	Passed	\$ 62,671	
74	Administration	43-52	Special Revenue	School Resource Officers	Approve revenue and expenditure budget of School Resource Officers	No		\$ 7,229,710	Passed	\$ 7,229,710	
75	Administration	43-52	Special Revenue	Victim's Assistance	Approve revenue and expenditure budget of Victim's Assistance	No		\$ 1,334,426	Passed	\$ 1,334,426	
76	Administration	43-52	Special Revenue	Tourism Development	Approve revenue and expenditure budget of Tourism Development	No		\$ 1,280,500	Passed	\$ 1,280,500	
77	Administration	43-52	Special Revenue	Temporary Alcohol Permits	Approve revenue and expenditure budget of Temporary Alcohol Permits	No		\$ 167,817	Passed	\$ 167,817	
78	Administration	43-52	Special Revenue	Stormwater Management	Approve revenue and expenditure budget of Stormwater Management	No		\$ 3,894,800	Passed	\$ 3,894,800	
79	Administration	43-52	Special Revenue	Conservation Commission	Approve revenue and expenditure budget of Conservation Commission	No		\$ 3,908,930	Passed	\$ 3,908,930	
80	Administration	43-52	Special Revenue	Road Maintenance	Approve revenue and expenditure budget of Road Maintenance	No		\$ 11,345,478	Passed	\$ 11,345,478	
81	Administration	43-52	Special Revenue	Child Fatality Review	Approve revenue and expenditure budget of Child Fatality Review	No		\$ 70,000	Passed	\$ 70,000	
82	Livingston	46,51	Special Revenue	Temporary Alcohol Permits	Approve funding for River Alliance for FY 2024	Yes	This expenditure is budgeted in the Temporary Alcohol Permits.	\$ 55,000	Passed	\$ 55,000	
<b>5: DEBT SERVICE</b>											
83	Administration	60-61	Debt Service	General Obligation Debt Service	Appropriate funding to fund debt service	No		\$ 20,124,222	Passed	\$ 20,124,222	
84	Administration	60-61	Debt Service	Fire Bonds Debt Service	Appropriate funding to fund debt service	No		\$ 550,150	Passed	\$ 550,150	
85	Administration	60-61	Debt Service	Hospitality Refund 2013A B/S (Special Assessment)	Appropriate funding to fund debt service	No		\$ 1,488,713	Passed	\$ 1,488,713	
86	Administration	60-61	Debt Service	RC IP Bonds 2019	Appropriate funding to fund debt service	No		\$ 1,602,917	Passed	\$ 1,602,917	

Item	Sponsor	Page	Fund	Department Impacted	Item/Action	Council's Determination of Amount Needed	Notes	FY24 Second Reading Amt.	FY24 Second Reading Action	FY24 Third Reading Amount	FY24 Third Reading Action
87	Administration	60-61	Debt Service	School District I Debt Service	Appropriate funding to fund debt service	No		\$ 66,841,168	Passed	\$ 66,841,168	
88	Administration	60-61	Debt Service	School District II Debt Service	Appropriate funding to fund debt service	No		\$ 66,194,904	Passed	\$ 66,194,904	
89	Administration	60-61	Debt Service	Recreation Commission	Appropriate funding to fund debt service	No		\$ 3,164,689	Passed	\$ 3,164,689	
90	Administration	60-61	Debt Service	Riverbanks Zoo & Garden	Appropriate funding to fund debt service	No		\$ 2,591,510	Passed	\$ 2,591,510	
91	Administration	60-61	Debt Service	East Richland Public Service Dist. (Sewer)	Appropriate funding to fund debt service	No		\$ 1,438,561	Passed	\$ 1,438,561	
92	Administration	60-61	Debt Service	Transportation Bonds	Appropriate funding to fund debt service	No		\$ 14,434,750	Passed	\$ 14,434,750	
<b>6: CAPITAL IMPROVEMENT PLAN</b>											
93	Administration	65-70	Capital Projects	County-wide Departments	Approve multi-year comprehensive capital improvement plan as presented in the FY 2024 Recommended Budget Book (FY 2024 - FY 2027)	No		\$ 240,547,724	Passed	\$ 240,547,724	
94	Branham, Weaver	65-70	Capital Projects	County-wide Departments	Approve funding to conduct an updated feasibility study in FY 2024 to construct a new Richland County Judicial Center.	No	The study would include proposals as to budgeting and procuring financing for the cost to purchase land as needed and for complete construction. The study should include components for the possibility of completing a judicial center in two or more phases and two or more buildings and it should recommend areas for locating the center.	\$ 100,000	Failed	\$ 100,000	
<b>7: ENTERPRISE</b>											
95	Administration	54	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve 5% increase in the Landfill's rate schedule for the FY 2024 as presented by the Department in the Council Budget Work Session on April 20,2023	No		\$ 1,461,054	Passed	\$ 1,461,054	
96	Administration	54	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve Mill Cap budget for Landfill	No		\$ 7,444,770	Passed	\$ 7,444,770	
97	Administration	54	Enterprise (Revenue)	Solid Waste Enterprise Fund	Approve 5% increase in the Curbside Collection's rate schedule for the FY 2024 as presented by the Department in the Council Budget Work Session on April 20,2023	No		\$ 35,301,354	Passed	\$ 35,301,354	
98	Administration	56-58	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Solid Waste's total budget	No		\$ 44,207,178	Passed	\$ 44,207,178	
99	Barron	56-58	Enterprise (Expenditure)	Solid Waste Enterprise Fund	Approve funding for Keep Midlands Beautiful	Yes		\$ 42,900	Passed	\$ 42,900	
100	Administration	54	Enterprise (Revenue)	Richland County Utilities	Approve proposed water rate increases and fee schedule presented by the Richland County Utilities in the Council Budget Work Session on April 20,2023	No		\$ 73,597	Passed	\$ 73,597	
101	Administration	56-58	Enterprise (Expenditure)	Richland County Utilities	Approve funding for Richland County Utilities total budget	No		\$ 14,661,266	Passed	\$ 14,661,266	
102	Administration	54,57	Enterprise (Expenditure)	Hamilton-Owens Airport Operating	Approve funding for Richland County Airport budget	No		\$ 608,544	Passed	\$ 608,544	



**Agenda Briefing**

**To:** Chair Overture Walker and Honorable Members of the Council  
**Prepared by:** Abhijit “Abhi” Deshpande, Director  
**Department:** Department of Budget  
**Subject:** May 25, 2023, Second Reading of FY23-24 Budget

- Councilwoman Barron:** What are the tax implications of Millage Agencies’ budgets approved by the Council?

Please see the below table summary table. Please note that this is an internal estimate from the Budget Office. Official estimates from the Auditor's Office have not been received yet.

	FY24 Second Reading Action	FY24 Second Reading Approved Amt.	\$100K Property (Legal Residence)	\$100K Commercial Property	\$20K Vehicle	Total
Recreation Commission	Approved at No Mill	\$ 16,455,543	No Impact	No Impact	No Impact	No Impact
Columbia Area Mental Health	Approved at Mill Cap	\$ 2,714,000	\$0.40	\$0.60	\$0.12	<b>\$1.12</b>
Public Library	Approved at \$32,311,229	\$ 32,311,229	\$2.80	\$4.20	\$0.84	<b>\$7.84</b>
Riverbanks Zoo and Gardens	Approved at No Mill	\$ 2,706,000	No Impact	No Impact	No Impact	No Impact
Midlands Tech. College (Operating)	Approved at No Mill	\$ 7,228,763	No Impact	No Impact	No Impact	No Impact
Midlands Tech Capital/Debt Service	Approved at No Mill	\$ 3,926,731	No Impact	No Impact	No Impact	No Impact
School District One	Approved at No Mill	\$ 254,990,675	No Impact	No Impact	No Impact	No Impact
School District Two	Approved at No Mill	\$ 181,576,392	No Impact	No Impact	No Impact	No Impact
<b>Landfill</b>	Approved at Mill Cap	\$ 7,444,770	\$1.20	\$1.80	\$0.36	<b>\$3.36</b>
		<b>Total</b>	<b>\$4.40</b>	<b>\$6.60</b>	<b>\$1.32</b>	<b>\$12.32</b>

- Councilwoman Mackey:** Why the budget request of River Alliance is funded through Temporary Alcohol Permit Fund?

In 1995, signatories of the River Alliance agreement (Lexington County, Richland County, City of Columbia, City of Cayce, City of West Columbia, The Riverbanks Park, The Central Midlands Regional Planning Council) agreed that the funding shall be provided from sources other than Ad Valorem Property Taxes (General Fund Tax Revenue) unless each funding parties elect to fund the River Alliance budget from tax revenue.

Therefore, the General Funds were not used to fund their budget request. According to Section 61-4-2010, the revenues from the fund are used in a wide range of tourism activities, recreation

activities, and conservation activities related to wildlife. River Alliance’s overall mission qualifies several of these requirements. The fund balance of this special revenue is healthy at more than \$500,000. In addition, the remainder of the county's special revenue funds are restricted to a very limited purpose.

- Councilwoman Mackey:** What is the amount to be rolled over for the Gateway Pocket/Blight Removal Project and the Historical Corridor?

As of May 30, 2023, the following is balance for each of these accounts.

**Gateway Pocket:** \$250,000

**Historical Corridor:** \$93,350 (Encumbrance) + \$228,105 (Balance) = \$323,455

- Councilwoman Newton:** What are the tax implications of Landfill’s budget approved by the Council?

	FY24 Second Reading Action	FY24 Second Reading Approved Amt.	\$100K Property (Legal Residence)	\$100K Commercial Property	\$20K Vehicle	Total
<b>Landfill</b>	Approved at Mill Cap	\$ 7,444,770	\$1.20	\$1.80	\$0.36	<b>\$3.36</b>

- Councilwoman Mackey:** Are there any other programs like (Keep Midlands Beautiful) that we can partner with on Solid Waste projects?

At this point, the budget department does not know if an organization is working on similar problems and areas, like Keep Midland Beautiful.

We will reach out to other County Departments (e.g. Grants, Community Development, Solid Waste) for more information.

- Overall Council-wide:** What is amount of available/unallocated ARPA funds that can be used for FY 2023-24 budget?

\$ 381,050

## Richland County Council Request for Action

**Subject:**

Authorizing the joint development and creation of a multicounty park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters

**Notes:**

First Reading: May 16, 2023

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE JOINT DEVELOPMENT AND CREATION OF A MULTICOUNTY PARK WITH FAIRFIELD COUNTY FOR THE SCOUT MOTORS PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTICOUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTICOUNTY PARK; AND OTHER RELATED MATTERS.**

WHEREAS, Scout Motors, Inc., together with or through one or more to-be-formed affiliates or subsidiaries (collectively, "Sponsor") has committed to establish a manufacturing facility in Richland County, South Carolina ("Richland County") consisting of taxable investment in real and personal property of not less than \$2,000,000,000 and the creation of 4,000 new, full-time jobs ("Project");

WHEREAS, it is expected that the Project will increase the tax base of Richland County and encourage additional investment in taxable real and personal property and job creation in Richland County;

WHEREAS, in consideration of these anticipated benefits, Richland County and the Sponsor have negotiated for the Sponsor to receive certain property tax incentives, including infrastructure credits ("Credits") which will assist the Sponsor in paying the costs of, among other things, designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or benefitting the County and for improved and unimproved real estate and personal property (collectively, "Infrastructure"); and

WHEREAS, Richland County has committed to locate the real and personal property comprising the Project (collectively, "Property") in a multicounty industrial or business park ("Park") in order to provide the Credits to the Company to assist in paying for the costs of the Infrastructure pursuant to § 4-1-175 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, Richland County and Fairfield County, South Carolina ("Fairfield County" and together with Richland County, the "Counties") are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the Counties desire to jointly develop and create the Park by executing and delivering the "Master Agreement Governing the [Scout Motors Multicounty Park]," the substantially final form of which is attached as Exhibit A ("Master Agreement") and locate the Property in the Park; and

WHEREAS, the provisions of the Master Agreement will govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, a portion of the Project is located within the geographical jurisdiction of the Town of Blythewood, South Carolina ("Town") and the Counties will seek the consent of the Town with respect to the creation of the Park and the location of the Property therein to the extent the Project falls within the geographical jurisdiction of the Town.

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

**Section 1. *Development of Park; Execution of Master Agreement.*** Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County (which execution by the Chair shall be conclusive evidence of the approval of the final form of the Master Agreement.

**Section 2. *Inclusion of Property.*** The Park’s boundaries shall include the Property. The Chair and the Administrator are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County. To the extent that any of the Property is located in another multicounty park, Richland County authorizes and approves its removal from such other multicounty park and relocation to the Park.

**Section 3. *Further Assurances.*** The Chair and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect this Ordinance, including specifically, the consent of the Town as to the creation and the Park and the location of the Property therein to the extent the Project and related Property falls within the geographic jurisdiction of the Town.

**Section 4. *Severability.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

**Section 5. *General Repealer.*** Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effective Date.*** This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

---

Clerk to County Council  
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

READINGS:

First Reading:            May 16, 2023  
Second Reading:        June 6, 2023  
Public Hearing:  
Third Reading:



**EXHIBIT A**  
**FORM OF MASTER AGREEMENT**

---

**MASTER AGREEMENT**  
**GOVERNING THE**  
**[SCOUT MOTORS MULTICOUNTY PARK]**

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF**

**[ ], 2023**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP**  
**1221 MAIN STREET, SUITE 1100**  
**COLUMBIA, SOUTH CAROLINA 29201**  
**803.255.8000**

**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A NON-NEGOTIATED FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE SSRC.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID TO A COUNTY, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE PAYMENT IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.

**THIS MASTER AGREEMENT** (“Agreement”), effective as of [ ]. 2023 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

#### **RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial or business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for investment in taxable real and personal property and job creation, the Counties desire to jointly develop the “[Scout Motors Multicounty Business Park]” (“Park”);

**WHEREAS**, by Richland Ordinance No. [ ] and Fairfield Ordinance No. [ ], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

**WHEREAS**, because a portion of the property located in the Park is geographically situated in the Town of Blythewood, South Carolina (“Town”), the Counties have obtained the consent of the Town prior to the creation of the Park, as evidenced by the Town’s acknowledgment to this Agreement.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

#### **ARTICLE I PARK BOUNDARIES**

##### **Section 1.01. Park Boundaries.**

(a) The Park consists of the real property described on Exhibit A and all improvements or personal property located thereon (collectively, “Property”).

(b) To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. Upon such action, this Agreement will be automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park.

(c) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. Upon such action, this Agreement will be automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County

shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(d) In the event of any addition or diminishment under Section 1.01(b) or (c), respectively, Exhibit A shall be updated and supplemented to reflect such change.

**ARTICLE II  
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. Constitutional Exemption from Taxation.** Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

**Section 2.02. Park Fee-in-Lieu of Taxes.** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. Negotiated Fee-in-Lieu of Taxes.** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or infrastructure credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, “FILOT Revenue”).

**ARTICLE III  
SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK**

**Section 3.01. Expense Sharing.** The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the Host County.

**Section 3.02. FILOT Revenue Sharing.**

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) Commencing with tax year 2024, the Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate Property in the Park, shall retain 99% of the remaining FILOT Revenue (the “Residual FILOT Revenue”) and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate

Property in the Park, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

**Section 3.03. FILOT Revenue Distribution in Each County.**

(a) Commencing with tax year 2024, after sharing of the Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue retained by Richland County shall be distributed within Richland County as follows:

**FIRST** 7% shall be deposited to the Richland County Industrial Park Fund (“Fund”);

**SECOND** 3% shall be distributed to the Town; and

**THIRD** the remainder of the Residual FILOT Revenue shall be distributed, to the taxing entities, (including Richland County but excluding the Town) that would be eligible, at the time Property is included in the Park, to levy millage on the Property if such property were not located in the Park on a pro rata basis according to the millage of such taxing entities. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) For Property located in Fairfield County, the Residual FILOT Revenue retained by Fairfield County shall be distributed on a pro rata basis according to the millage that the taxing entities, including Fairfield County, would levy on the Property in the tax year in which such Residual FILOT Revenue is received had the Property not been located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operational and debt service millage levied by or collected on behalf of the school district.

(b) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County as provided in Section 3.02(b). Richland County further elects to deposit such Residual FILOT Revenue in the Fund.

(c) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it retains or receives. This Agreement will be automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.01. *Jobs Tax Credit Enhancement.*** Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. *Assessed Valuation.*** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. *Records.*** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. *Applicable Law.*** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. *Law Enforcement.*** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

**Section 4.06. *Binding Effect of Agreement.*** This Agreement is binding after execution by both of the Counties is completed.

**Section 4.07. *Severability.*** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. *Complete Agreement: Amendment.*** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. *Counterpart Execution.*** The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

**Section 4.10. *Termination.*** Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement between Richland County and Scout Motors Inc. or (b) 75 years following the Effective Date.

*[Signatures follow]*



**IN WITNESS WHEREOF**, the Counties have each executed this Agreement, effective on the Effective Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

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

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY  
TOWN OF BLYTHEWOOD, SOUTH CAROLINA:**

\_\_\_\_\_  
Administrator

(SIGNATURE PAGE)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**GROUP A:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 1 (containing 178.03 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3940-3941](#). Reference to said Plat is hereby made for a more complete and accuratemetes and bounds description thereof.

*(TMS # R15006-01-01 – For informational purposes only)*

AND ALSO

Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 2 (containing 90.50 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, datedSeptember 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3932](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15004-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 3 (containing 2 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3934](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15004-01-02 – For informational purposes only)*

**GROUP B:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 1 (containing 41.49 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, datedSeptember 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3924](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # 15007-01-01 – For informational purposes only)*

AND ALSO

Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 2 (containing 102.29 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3928](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15106-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 3 (containing 4.48 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2442 at Page 38](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # 15000-01-01 – For informational purposes only)*

AND ALSO

Parcel Four:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 4 (containing 17.03 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3929](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-03 – For informational purposes only)*

AND ALSO

Parcel Five:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 5 (containing 9.64 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3935](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-02 – For informational purposes only)*

## **GROUP C:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 1 (containing 107.94 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3930-3931](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15005-01-01 – For informational purposes only)*

AND ALSO

Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 2 (containing 97.51 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3925-3926](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15008-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 3 (containing 14.66 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3923](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15101-01-01 – For informational purposes only)*

AND ALSO

Parcel Four:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 4 (containing 3.2 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2442 at Page 37](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15101-01-02 – For informational purposes only)*

## **GROUP D:**

Tract 1A:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 1A (containing 80.70 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3942](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-01-07 – for informational purposes only)*

AND ALSO

Tract 1B:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 1B (containing 115.47 acres more or less), on that certain plat entitled "ALTA/

NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3839](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(PIO TMS # RI5100-01-06 – for informational purposes only)*

AND ALSO

Tract 2:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 2 (containing 18.84 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3937](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # RI5100-03-01 – For Informational purposes only)*

### **GROUP E:**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being located in Blythewood, County of Richland and State of South Carolina, containing 11.79 acres, more or less, as shown upon an individual survey thereof made for Sharpe Properties, LLC by Daniel Riddick & Associates, Inc., dated May 18, 2009, recorded [Book 1551 at Page 3498](#) of the Office of the ROD for Richland County, South Carolina. According to said plat, subject property is bounded and measures as follows: Beginning at a 1" rebar on the southernmost corner of subject property and running N41°20'53"W along property now or formerly of Barbara Swygert Lux a distance of 699.46 feet to a 1" pinched; thence running N41°18'35"W along property now or formerly of Barbara Swygert Lux a distance of 369.07 feet to a 1" pinched; thence turning and running N26°05'08"E along Locklier Road, a county maintained unpaved road, 842.65 feet to a #6 rebar; thence turning and running N84°43'11"E along Blythewood Road (S-40-59), a 75-foot right-of-way, a distance of 127.56 feet to a concrete right-of-way monument; thence turning and running S05°14'55"E along Community Road (1-77 Frontage Road) a distance of 910.19 feet to a concrete right-of-way monument and 1" rebar; thence curving and running along Community Road (1-77 Frontage Road) a chord distance of 562.37 feet to a 1" rebar; thence running S38°29'07"E along Community Road (1-77 Frontage Road) a distance of 51.91 feet to a 1" rebar; thence turning and running S48°54'58"W along property now or formerly of Fairfield Electric Company, Inc., a distance of 155.25 feet to a 1" rebar, being the point and place of beginning.

*(TMS # R15100-03-05 – For informational purposes only)*

### **GROUP F:**

Tract II:

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 7 (containing 62.02 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3927](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-04 – For informational purposes only)*

### **GROUP G:**

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 8 (containing 237.43 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No C00556, dated September 2019 and recorded in the Richland County ROD Office on October

31, 2019 in [Book 2442 at Page 36](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R12500-02-06 – For informational purposes only)*

#### **GROUP H:**

That tract of land in Richland County, South Carolina, being shown and designated as “City of Columbia Parcel 2” containing 294.788 acres on ALTA/ACSM Land Title Survey, Project – Arum Composites, LLC prepared by B.P. Barber and Associates, Inc. dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in [Book 1361 at Page 807](#), together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

AND ALSO

That tract of land in Richland County, South Carolina, being shown and designated as “Firetower I-77 partners Parcel 1” containing 171.180 acres on ALTA/ACSM Land Title Survey, Project – Arum Composites, LLC prepared by B.P. Barber and Associates, Inc. dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in [Book 1361 at Page 807](#), together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

*(TMS # R15000-02-27 – For informational purposes only)*

#### **GROUP I:**

All that certain piece, parcel or tract of land situated two miles south of the City of Blythewood, County of Richland, State of South Carolina, being shown and designated as Tract A, Tract B and Tract C, containing a total of 290.8 acres, more or less, on that survey entitled “Land Title Survey for Cliff Theisen” prepared by Ronald D. Platner, P.L.S, dated July 19, 2022 and recorded August 10, 2022 in Plat Book 2769 at Page 2959 in the Register of Deeds Office for Richland County, South Carolina. Reference to said plat for a more complete metes and bounds description therein.

*(TMS# R12500-03-01 – For informational purposes only)*

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters

**Notes:**

First Reading: May 16, 2023

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND MARK ANTHONY BREWING INC. AND AN AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND MARK ANTHONY BREWING INC.; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 with Mark Anthony Brewing Inc. (“Sponsor”) pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“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 (the “FILOT Agreement”);

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits (“Infrastructure Credits”) against the 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;

WHEREAS, in connection with the FILOT Agreement and the Infrastructure Credits, the Sponsor committed to establish a manufacturing facility in the County consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs (the “Project”), all within five year of the commencement of operations;

WHEREAS, the County conveyed certain land to the Sponsor pursuant to the Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “Purchase Agreement”), wherein, in relevant part, the County agreed to sell to the Sponsor certain land adjacent to the property upon which the Sponsor’s Project is located which adjacent property is identified as parcel 1b in Exhibit A to the Purchase Agreement and further delineated in Exhibit A-1 to the Purchase Agreement (the “Property”);

WHEREAS, the Purchase agreement contains a clause pursuant to which title to the Property reverts back to the County upon the failure of Sponsor or a supplier to Sponsor to expand or locate on the Property under certain conditions by a certain date (the “Reverter Clause”);

WHEREAS, Sponsor has substantially increased in its investment in taxable real and personal property within Richland County to at least \$470,000,000 (the “Expansion”); and

WHEREAS, due to Sponsor’s substantial increase its investment in taxable real and personal property in Richland County, the County now desires to (i) amend the Reverter Clause in the Purchase Agreement to provide Sponsor an additional twelve 12 months to expand or locate a supplier to Sponsor on the Property before title to the Property reverts to Seller and (ii) amend the FILOT Agreement to increase the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; as reimbursement for the increased costs of certain land and infrastructure improvements on the Project land.



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 Expansion based on relevant criteria including the purposes the Expansion is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Expansion is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The Expansion gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Expansion are proper governmental and public purposes; and

(d) The benefits of the Expansion to the public are greater than the costs.

**Section 2. Approval of Incentives; Authorization to Execute and Deliver Amendment to FILOT Agreement, and Amendment to Additional Project Land Purchase Agreement.** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Amendment to FILOT Agreement attached hereto as Exhibit A (the “FILOT Amendment”), and the Amendment to Additional Project Land Purchase Agreement attached hereto as Exhibit B (the “Land Amendment”); with respect to the Expansion (collectively, the FILOT Amendment and Land Amendment may be referred to collectively as the “Amendments”), including the increase of the Infrastructure Credits and the amendment of the terms of the Reverter are hereby approved. The form, terms and provisions of the Amendments that are before this meeting are approved and all of the Amendments’ terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Amendments 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 Amendments and to deliver the Amendments to the Sponsor.

**Section 3. 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, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Amendments.

**Section 4. 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 5. 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 6. 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

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

First Reading: May 16, 2023  
Second Reading: June 6, 2023  
Public Hearing: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023

**EXHIBIT A**  
**FORM OF FILOT AMENDMENT**

**AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE  
REVENUE CREDIT AGREEMENT**

**THIS AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (this “*Amendment*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*County*”), a body politic and corporate and 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 **MARK ANTHONY BREWING INC.**, a Delaware corporation (“*Sponsor*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

**WITNESSETH:**

WHEREAS, Sponsor and County entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 (the “*FILOT Agreement*”) wherein, in relevant part, the County agreed to provide certain incentives to Sponsor with respect to certain Economic Development Property, which includes the Real Property, as more particularly described in Exhibit A to the FILOT Agreement; and

WHEREAS, under the FILOT Agreement, Sponsor committed to establish the Facility in the County consisting of a taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs in exchange for a FILOT and Infrastructure Credit, as more particularly described in the FILOT Agreement; and

WHEREAS, the Sponsor has committed to make additional investments in the County in taxable real and personal property to bring to the total committed investments (including the initial \$400,000,000) under the FILOT Agreement to at least \$470,000,000; and

WHEREAS, the County and the Sponsor desire to amend the FILOT Agreement to provide a modification to the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; and

WHEREAS, the County has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the County and the Sponsor hereby agree as follows:

1. Exhibit D, as referenced in Section 5.1 of the FILOT Agreement and attached thereto as an exhibit, is hereby amended by restating the “**DESCRIPTION OF INFRASTRUCTURE CREDIT**” in its entirety as follows:

“The County agrees to provide an Infrastructure Credit for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% Infrastructure Credit to be applied against the Company’s FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% Infrastructure Credit for the remaining 14 years. In

addition, the County shall provide an annual Infrastructure Credit of 20% (for a total Infrastructure Credit of 70%) for a period of ten (10) years, commencing in property tax year 2023. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT payment.

2. Except as modified by this Amendment, the parties hereto acknowledge that the FILOT Agreement remains in full force and effect. The parties agree that the Infrastructure Credits as modified by this Amendment shall supersede any other agreement between the parties with respect to the Infrastructure Credits, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

3. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

4. The County represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and any other applicable law.

5. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

7. This Amendment is effective as of the date first written above.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

**MARK ANTHONY BREWING INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**  
**FORM OF LAND AMENDMENT**



**AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT**

**THIS AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT** (this “*Amendment*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “*Seller*”) and **MARK ANTHONY BREWING INC.**, a Delaware corporation (the “*Buyer*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as that term is defined below).

**WITNESSETH:**

WHEREAS, Buyer and Seller entered into that certain Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “*Purchase Agreement*”), wherein, in relevant part, the Seller agreed to sell and the Buyer agreed to buy that certain parcel of land identified as parcel 1b in Exhibit A and further delineated in Exhibit A-1 to the Purchase Agreement (the “*Property*”); and

WHEREAS, in connection with the project for which Buyer entered into the Purchase Agreement, Buyer has committed to a substantial increase in its investment in taxable real and personal property within Richland County to at least \$470,000,000; and

WHEREAS, due to Buyer’s substantial increase in its investment in taxable real and personal property in Richland County, Seller now seeks to amend the reverter clause in the Purchase Agreement to provide Buyer, or a supplier of Buyer, more time to expand or locate its business on the Property before title to the Property reverts to Seller; and

WHEREAS, the Seller has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 4 subsection i) of the Purchase Agreement is hereby amended in its entirety as follows:
  - i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed with a clause that provides that fee simple title to the Property shall automatically revert back to the Seller in case the Buyer does not expand on the Property or a supplier to the Buyer does not locate on any portion of the Property (collectively, the “Additional Project”) within 42 months of the Transfer of the Property and such Additional Project does not represent an investment of at least \$150 million, which Additional Project shall be in addition to the Contract Minimum Investment Requirement, as defined in the Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Agreement effective as of November 1, 2020, between Buyer and Seller, title to the Property shall revert back to the Seller. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good,

marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.

Except as modified by this Amendment, the parties hereto acknowledge that the Purchase Agreement remains in full force and effect. The parties agree that the reverter clause as modified by this Amendment shall supersede any other agreement between the parties with respect to the reverter, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development (“**CCED**”), the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

2. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

4. The Seller represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and other applicable law. The Buyer represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

5. This Amendment is effective as of the date first above written.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**MARK ANTHONY BREWING INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina; Richland County TMS #14103-02-20A

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-23HR

AN ORDINANCE AUTHORIZING A DEED TO ALLEN UNIVERSITY FOR  
1741 CUSHMAN DRIVE, COLUMBIA, SOUTH CAROLINA; RICHLAND  
COUNTY TMS #14103-02-20A.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for 1741 Cushman Drive, Columbia, South Carolina, which is also described as TMS# 14103-02-20A, to ALLEN UNIVERSITY, as specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Project Main View; 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 EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO PROJECT MAIN VIEW; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, PROJECT MAIN VIEW, a Virginia limited liability company, (“Company”) desires to develop a multi-use and multi-family development within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$50,000,000.00;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park;

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows::



**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

**Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the 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 Agreement and to deliver the Agreement to the Company.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

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

**Section 6. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

First Reading: June 6, 2023  
Second Reading:   
Public Hearing:   
Third Reading:

**EXHIBIT B**  
**FORM OF AGREEMENT**

---

**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**[PROJECT MAIN VIEW]**

**Effective as of: []**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and [PROJECT MAIN VIEW], a Virginia limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a community apartment and mixed use development known as [PROJECT NAME] in the County (“Project”) on property more particularly identified by **Exhibit A** (“Land”), consisting of taxable investment in real and personal property of not less than Fifty Million Dollars (\$50,000,000) and the creation of approximately 8 new, full-time jobs; and 2 new part time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [ ] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at or in connection with the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I  
REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (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 Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the Commonwealth of Virginia, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II  
PUBLIC INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than Fifty Million Dollars (\$50,000,000) in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on **Exhibit B**. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

**Section 2.3. Public Infrastructure Credits.**

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in **Exhibit C**.

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) In the sole discretion of the County, at the end of the Credit Term, as described in **Exhibit C**, the County may renew the Credit Term for an additional ten (10) year period which renewal must be approved by adoption of an ordinance by County Council. Nothing in this Agreement shall be construed as an obligation by the County to extend the Credit Term.

(e) The County makes no representation or warranty with respect to the Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Public Infrastructure.

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as **Exhibit D**, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

### **ARTICLE III DEFAULTS AND REMEDIES**

**Section 3.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means (i) the total cessation of construction on the Project, or (ii) after completion of construction of the Project, the total vacating of occupation and use of the Project, in either case for a period in excess of one hundred twenty (120) consecutive calendar days, other than for force majeure or other reasons beyond the control of Company;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;



(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company 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 Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) 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 Company 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 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the 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 Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the 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 3.3. 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 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 3.4. Remedies Not Exclusive.** No remedy described in this 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 Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) 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).

(b) The County acknowledges that the Company 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 Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this 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 Company 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 Company 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 Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this 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 Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this 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 or performance of any of the covenants and

agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Public Infrastructure and disclaims all liability with respect to the Public Infrastructure.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company 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 Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company 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 Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this 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 Company 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 Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina  
Attn: Director of Economic Development  
2020 Hampton Street

Columbia, South Carolina 29204  
Phone: 803.576.2043  
Fax: 803.576.2137

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  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company:

with a copy to

Rogers, Lewis, Jackson, Mann, and Quinn  
Attn: Robert B. Lewis and Christian Rogers  
1901 Main St. Suite 1200  
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of not exceeding \$5,000. The Company 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 Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company 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.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and

reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this 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 Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. *Amendments.*** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. *Waiver.*** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. *Termination.*** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. *Business Day.*** If any action, payment, or notice is, by the terms of this 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 Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

IN WITNESS WHEREOF, [PROJECT MAIN VIEW], has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**[PROJECT MAIN VIEW]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

## EXHIBIT A

### LAND DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being on the eastern side of Main Street, between Scott Street and Franklin Street, in the City of Columbia, County of Richland, State of South Carolina, said tract commencing at a point on the easterly margin of Main Street, a distance of eighty-one (81) feet, more or less, north of the intersection of Main Street and Scott Street; thence running north along the eastern side of Main Street for a distance of three hundred twelve and 9/10 (312.9) feet, more or less, to a point; and, there cornering and thence running east along property now or formerly of W. G. Belser, for a distance of one hundred forty-three and 3/10 (143.3) feet, more or less, to a point; and there cornering and thence running north for a distance of one hundred twenty-one (121) feet, more or less, along property now or formerly of W. G. Belser, and possibly of others, to a point; and, there cornering and thence running east along property of unknown party a distance of twenty-five (25) feet, more or less, to Gaillard Street, to a point; and there cornering and thence running south along Gaillard Street a distance of one hundred twenty-five (125) feet, more or less, to a point; and, there cornering and thence running east along the dead-end of Gaillard Street, to a point; and there cornering and thence running south along property now or formerly of Conrad Holding Co. for a distance of forty-six and 6/10 (46.6) feet, more or less, to a point; and there cornering and thence running east along property now or formerly of Conrad Holding Co. for a distance of two hundred seventeen (217) feet, more or less, to a point on the westerly margin of Sumter Street; and, there cornering and thence running south along the western side of Sumter Street for a distance of three hundred forty-three and 1/10 (343.1) feet, more or less, to a point on the northerly margin of Scott Street; and there cornering and thence running west along Scott Street for a distance of two hundred seventy and 6/10 (270.6) feet, more or less, to an alley; and, there cornering and thence running north along said alley for a distance of one hundred fifty-five and 7/10 (155.7) feet, more or less; and there, cornering and thence running west for a distance of ten (10) feet, more or less, to a point; and there cornering and thence running south along said alley for a distance of seventy-five and 6/10 (75.6) feet, more or less, to a point; and there cornering and running west along property now or formerly of M. O. Youmans for a distance of one hundred forty (140) feet, more or less, to the eastern side of Main Street, being the point of commencement.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southwestern corner of the intersection of Franklin Street and Sumter Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, said lot being Lot No. 4, as shown on plat of property of Ridgewood Development Company, made by Tomlinson Engineering Company, dated July 5, 1938, said lot hereby conveyed being in shape a rectangle measuring on its northern and southern sides one hundred (100) feet, more or less, and on its eastern and western sides two hundred (200) feet, more or less, begin bounded on the north by said Franklin Street; on the east by said Sumter Street; on the south by lot formerly of Edgewood Development Company, being Lot No. 5 as shown on said plat; and on the west by land formerly of Edgewood Development Company, being Lots Nos. 3 and 9 as shown on said plat.



ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southeastern corner of Franklin and Gaillard Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, and measuring and bounding as follows: on the north by Franklin Street and whereon it measures one hundred seventeen (117) feet; on the east by Lot No. 4 on plat hereinafter mentioned and whereon it measures two hundred (200) feet; on the south by Lots Nos. 5 and 10 on plat hereinafter mentioned and whereon it measures one hundred seventeen (117) feet; and on the west by Gaillard Street and whereon it measures two hundred (200) feet; said lot is composed of Lots Nos. 2, 3 and 9 as shown on plat of property surveyed for Wilson Motor Company by Barber, Keels and Associates, Engineers, on April 1, 1952.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the Western side of Sumter Street in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lots 5, 6, 10 and 11 on a plat of property of Edgewood Development Corp. made by Tomlinson Engineering Co., dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1. The Lot hereby conveyed is also shown on a plat of property surveyed for Lucile K. Kibler by B. P. Barber & Associates, Inc., dated June 29, 1965. Said lot being bounded and measuring as follows: On the North by Lots 4 and 9 and measuring thereon Two Hundred Seventeen (217) feet; on the East by Sumter Street and measuring thereon One Hundred (100) feet; on the South by Lots 7 and 12 and measuring Two Hundred Seventeen (217) feet; and on the West by Gaillard Street and measuring thereon One Hundred (100) feet.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the west side of Sumter Street, between Jefferson and Franklin Streets, in the City of Columbia, County of Richland, and State of South Carolina, said lot being and embracing Lots 7, 8, 12, and the eastern portion of Lot 13, as shown on plat of property of Edgewood Development Company embracing the same, made by Tomlinson Engineering Company, dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1, said lot being a rectangle in shape, beginning on Sumter Street 300 feet South of the intersection thereof with said Franklin Street, and running thence south along said Sumter Street for a distance, in the aggregate, of 97.9 feet, then turning and running westward along lot now or formerly of C. G. Vogell for a distance, in the aggregate, of 217 feet, more or less, then turning and running northward along the remaining portion of said Lot 13 and along an unnamed street for a distance, in the aggregate, of 96.4 feet, more or less, then turning and running along Lots 11 and 6, as shown on said plat, for a distance, in the aggregate, of 217 feet to the point of beginning.

ALSO conveyed by this Deed are the rights and easements, if any, owned on the date of this Deed by Grantors, relating to the use of a strip of land twenty (20) feet in width of, along, and upon the remaining portion of Lot 13 above referred to for all purposes of access, ingress, and egress to and from the premises above described, as is established by an agreement entered into between Charles G. Vogell and B. D. Cullum, which agreement is recorded in the Office of the Register of Deeds for Richland County in Deed Book F.A. at Page 160. This conveyance includes and is subject to, and Grantee expressly accepts and agrees to be bound by, the rights and obligations, if any, to which Grantors are subject on the date of this

Deed established by party wall agreements of record; and particularly the agreement between Charles G. Vogell and B. D. Cullum dated January 30, 1941, and recorded in the Office of the Register of Deeds for Richland County in Deed Book E.Z. at Page 73.

TMS: 09016-02-06

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

The anticipated Public Infrastructure and expected costs are further detailed below:

1.	Parking deck	\$10,800,000.00.
2.	Main Street – Mill, overlay, and paint,	\$250,000.00.
3.	Utilities Construction	\$500,000.00.
4.	Street landscaping/irrigation,	\$230,000.00.
5.	Adam street lights,	\$180,000.00.
6.	Street vendor area,	\$250,000.00.
7.	Street sidewalks, curb, gutter, paving	\$325,000.00
8.	Demolition/Blight Eradication	<u>\$450,000.00</u>
	Total	\$12,985,000.00

The Company and the County acknowledge and agree that: (i) the Public Infrastructure may, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Public Infrastructure ("Credit Term").

**EXHIBIT D (See Section 2.5)**

**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

## Richland County Council Request for Action

**Subject:**

Board of Zoning Appeals - 4

**Notes:**

May 16, 2023 – The Rules & Appointments Committee recommended Council appoint Ms. S. Blakely Copeland Cahoon and Ms. Mandy Lautzenheiser.



## Richland County Council Request for Action

**Subject:**

Midlands Workforce Development Board - 3

**Notes:**

May 16, 2023 – The Rules & Appointments Committee recommended Council re-appoint Mr. Harry Plexico and appoint Ms. Eileen Kershaw and Ms. Danielle Diaz.

## Richland County Council Request for Action

**Subject:**

Innovista Phase 3 - Project Funding

**Notes:**

May 23, 2023 – The Transportation Ad Hoc Committee recommended Council approve the City of Columbia’s request to receive the balance of funds from the \$50M Innovista Project once Phase 2 of the project is complete. The remaining balance of \$4.5M will be used to supplement other funding provided by the City for Phase 3 of Innovista. The City will manage and draw on the fund via a reimbursement process.

**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>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	April 27, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Innovista Phase 3 – Project Funding		

**RECOMMENDED/REQUESTED ACTION:**

The City of Columbia requests approval to receive the balance of the funds from the \$50M Innovista Project once Phase 2 of the project is complete. The balance remaining of \$4.5M will be used to supplement other funding provided by the City for Phase 3 of Innovista. The City will manage and draw on the fund via a reimbursement process.

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:**

The maximum amount of available funds in the FY23 budget is \$1,900,000. The City’s request will have this cap until another budget cycle is approved.

*Applicable department/grant key and object codes:* JL13320104  
Object: 530100, 530700, and 532200

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

“...the committee recommended the City of Columbia receiving the balance of the funds from the \$50,000,000 Innovista Project once Phase 2 of the project is complete. The balance will be used to supplement other funding to complete Phase 3. “

Council Member	Recommendation of the Transportation Ad Hoc Committee
Meeting	Special Called
Date	July 26, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

The City is applying for additional grant funding for the Innovista project. This grant will ensure the implementation of the vision represented in the master plan. Council previously limited the request to fund Innovista Phase 3 to \$4.08M based on staff recommendation. However, following completion of Innovista Phase 2, staff found the final balance remaining is \$4.5M. Funding will not be released until Phase 2 is accepted by the City. There is also a cap on the FY23 fund availability until the start of FY24 which will not be an issue based on the current timing.

Should the City be unsuccessful in obtaining the aforementioned grant, the following is the backup plan for use of the available funding being requested from the Penny Program:

The current project estimate for the Columbia Riverfront Gateway Project is \$27,875,586. The project can be divided into smaller sections based on available funding. Current available funding includes:

- \$4.5 million (Richland County Penny), and
- \$9 million (Williams Street Gateway Infrastructure Project; the State of South Carolina FY22-23 Budget).

With this funding, the project will include the extension of Williams Street (from Senate to Blossom) and extend Greene Street (from Huger to Williams), but would remove the Devine, Gist, and Pendleton new roadways as well as the trail connecting the riverfront property to Granby Park and the associated gravel parking area for trail users.



Full Project Improvements



Reduced Project Improvements

**ATTACHMENTS:**

1. Excerpt of Council Minutes – 26 July 2022
2. Proposed Letter to the City of Columbia

Jackson, Inc. in the amount of \$2,489,126.25. Council's approval will include a 15% contingency amount of \$373,368.94 for a total approved construction phase amount of \$2,862,495.19.

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

Not Present: J. Walker

The vote in favor was unanimous.

- c. **Request to Fund – Innovista Phase 3** - Ms. Mackey stated the committee recommended the City of Columbia receiving the balance of the funds from the \$50,000,000 Innovista Project once Phase 2 of the project is complete. The balance will be used to supplement other funding to complete Phase 3.

Mr. Malinowski stated, for the record, he felt this was a great piece of creative writing and he hoped the City of Columbia received the grant.

Ms. Newton inquired if the primary hope is that the City will receive the grant and that the County's support is required to receive it. If the grant is not received, the scope will reduced using fund previously allocated for this project.

Mr. Maloney responded they will reduce the scope if the City does not successfully receive the grant.

Ms. Dana Higgins, City Engineer, stated the City is requesting the funds remaining after Greene Street Phase II is completed at the end of this year. The request is for the City to obtain the remaining funds and show what they did with the funds afterwards.

Ms. McBride inquired if they are using the full de-scope amount.

Ms. Higgins responded in 2021 they re-scoped the project. Now they are coming back since they are at the end of Phase II, and there could be more funds received to do Phase III.

Ms. McBride stated Council voted on the de-scoped amount and inquired if they were working with the de-scoped amount.

Mr. Maloney responded the de-scope in April eliminated Phase II. In May 2021, it was re-scoped. The re-scope is dependent upon a grant that includes doing a NEPA process, as well as \$4,088,663, which will be available after Phase II. At this point, there could be \$6M-\$7M available after Phase II is completed.

Ms. McBride inquired if we gave approval for that amount.

Mr. Livingstons stated after they re-scoped the project they were back at the \$50M that was appropriated in the budget. What is being requested is what is remaining out of the \$50M, which will help leverage federal funds for Phase III.

Mr. Malinowski inquired if they used the \$4M as leverage, but do not get the grant, will they get the \$4M now. He was under the impression they had to wait until the next fiscal year.

Mr. Maloney responded, based on the fiscal limitations, \$2.5M is in the budget. The City is working on design and NEPA and would not need all of the funds this year. The approval would be to continue to use what is left of the \$50M going forward towards construction.

Mr. Brown stated, for clarification, the \$50M was put in a referendum for Innovisata Phase I and Phase II. They did not think there would be more than \$4M left. Council previously approved that award to go towards the grant funding for the City. The City is requesting the remainder of the funds from the completion of Phase I and II.

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

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

Ms. Mackey moved to reconsider Items 11(a) and (b), seconded by Mr. Livingston.

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

Not Present: J. Walker

The motion for reconsideration failed.

12. **EXECUTIVE SESSION** - There were no items for Executive Session.

13. **MOTIONS PERIOD** - There were no motions submitted.

14. **ADJOURNMENT** - Ms. Newton moved to adjourn, seconded by Ms. English.

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

Not Present: J. Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 8:23 PM.





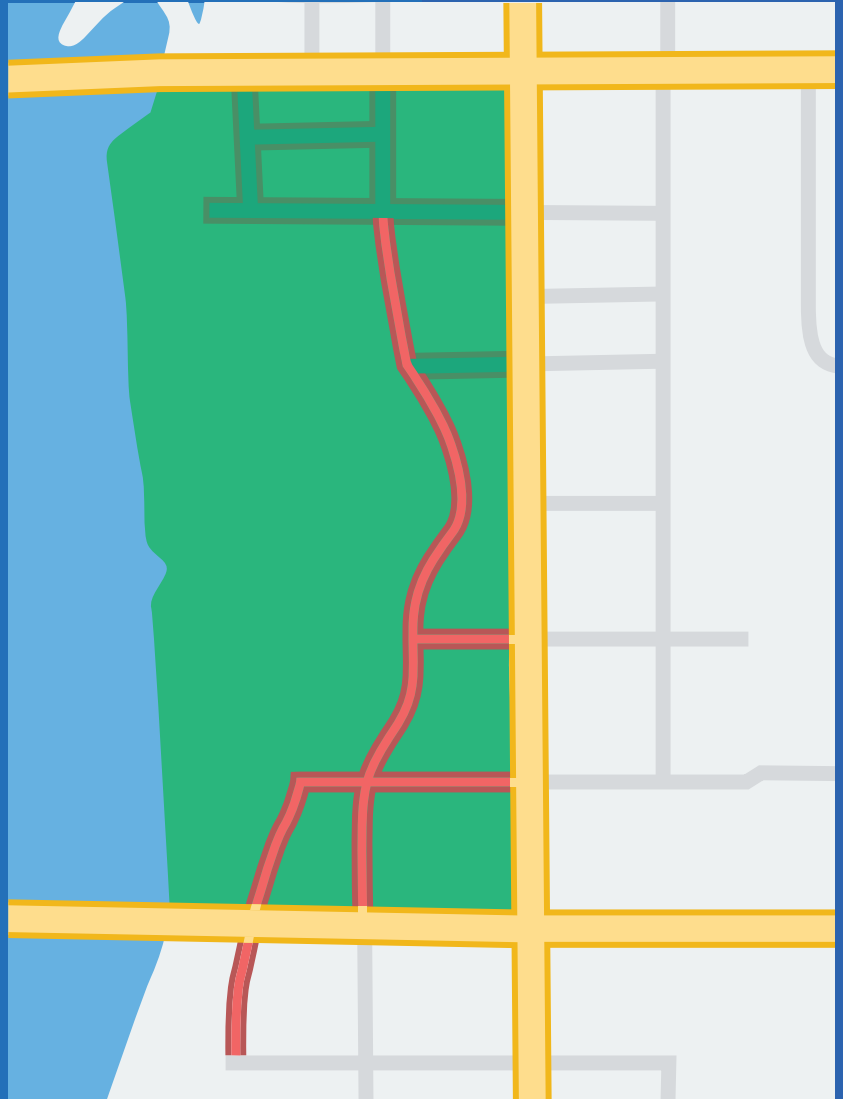
# Columbia Riverfront Gateway Project

Columbia, SC (6th Congressional District)

**Application Type:** Capital

**Applicant Name:** City of Columbia, SC

**Eligible Applicant Type:** Local Government



**RAISE FUNDS REQUESTED**

**\$20,671,820**



# Table of Contents

## **Executive Summary**

### **I. Project Description**

- Overview
- Project History
- Detailed Statement of Work

### **II. Project Location**

### **III. Grant Funds, Sources, and Uses of All Project Funding**

### **IV. Merit Criteria**

- Safety
- Environmental Sustainability
- Quality of Life
- Improves Mobility and Community Connectivity
- Economic Competitiveness and Opportunity
- State of Good Repair
- Partnership and Collaboration
- Innovation

### **V. Project Readiness: Environmental Risk**

- Project Schedule
- Required Approvals
- Assessment of Project Risks and Mitigation Strategies

### **VI. Benefit-Cost Analysis**

- Background and Methodology
- BCA Summary

*Please note that maps shown in the narrative are included in the RAISE Grant application as separate, larger-scale attachments so they may be viewed in more detail.*



# Infrastructure that improves the quality of life and reduces the carbon footprint of Columbia

## Executive Summary

### Proposed Project

- |   |  |
|---|--|
|  5,800 ft. of new roads            |  2 bike share stations                    |
|  1,500 ft. of improved roads       |  5 “smart signals”                        |
|  4,700 ft. of new sidewalks        |  Parking lot                              |
|  3 electric car charging stations |  Pedestrian/Bicycle trail to Granby Park |

The completed project improves safety and connectivity, alleviates traffic congestion, and reduces travel times. It addresses equity by enhancing access, removing barriers to opportunities, and increasing transportation choices and economic strength. It considers the impact of climate change by supporting a modal shift, utilizing demand management, and incorporating zero-emission vehicle infrastructure.

### Project Area Current Condition

- Relatively untouched 70 acres on western edge of Columbia along Congaree River; no river access
- No streets in interior; streets along periphery in poor condition
- No water or sewer services or utilities in interior
- Few structures; most physically and economically obsolete
- Bordered by heavily congested primary arteries—Huger Street to the east with average daily traffic (ADT) count of 26,700 & Blossom Street to the south with 27,500 ADT
- Huger Street connects six large, high-occupancy sporting, arts, and tourism venues but has few sidewalks and no bike lanes
- Over 20 years, vehicle miles traveled increased 20%; project area population increased 50%
- 0.25% of land mass of City but almost 3% of all traffic accidents occur in project area
- Only section of City Central not experiencing significant growth

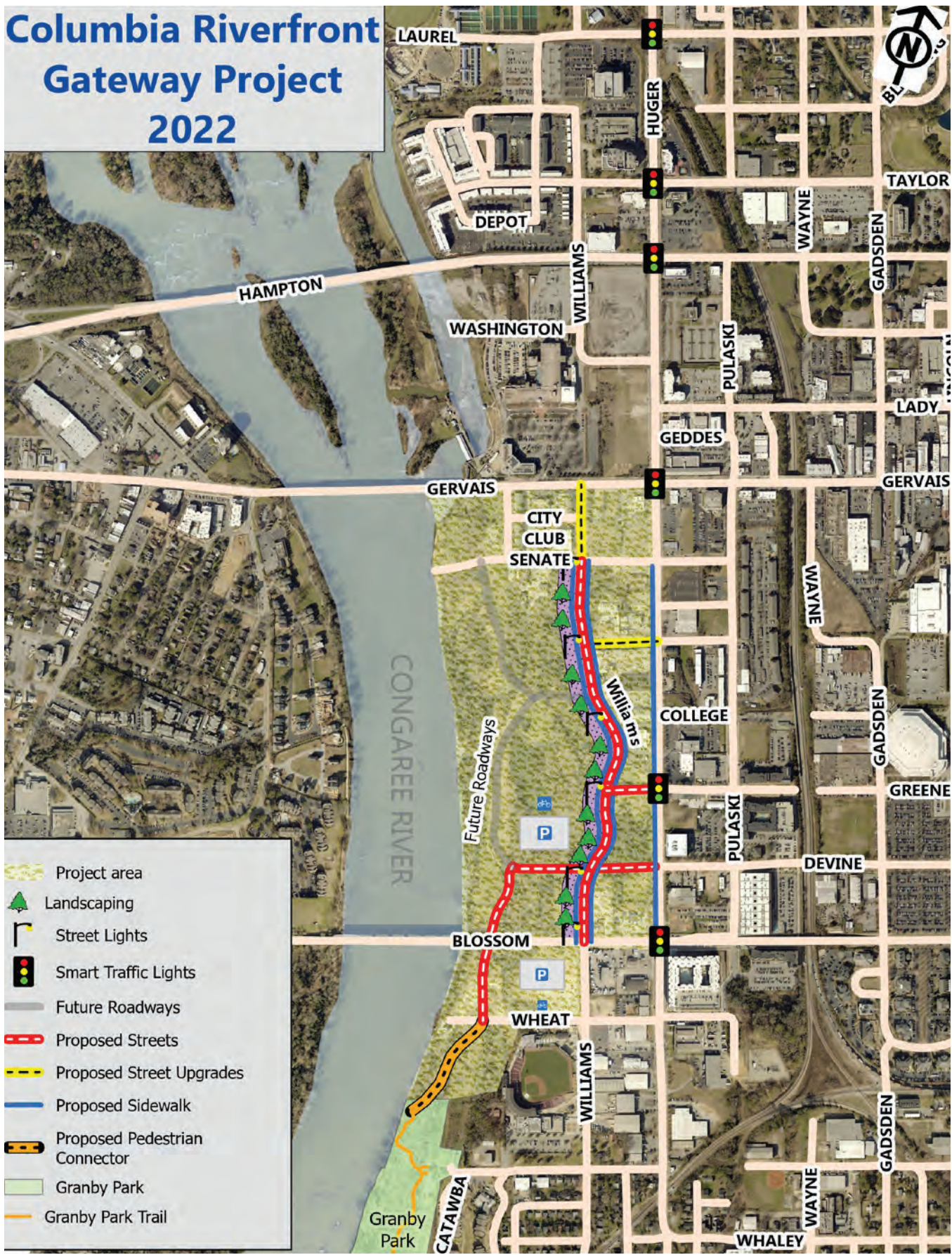
### Anticipated Changes

Once completed, the project will provide local and regional benefits by:

- Alleviating travel bottlenecks, offering transportation alternatives, and moving people, goods, and services safer, quicker, and more efficiently.
- Enabling revitalization and realization of previous long-term development goals in an overburdened community.
- Providing river access, completing a regional 12.5-mile bicycle-pedestrian greenway, and offering additional, eco-friendly transportation choices.



# Columbia Riverfront Gateway Project 2022



# Project Description

## Overview

The *Columbia Riverfront Gateway Project* will provide infrastructure needed to positively impact the quality of life and reduce the carbon footprint of Columbia, South Carolina. The project will develop new roadways, enhance existing roadways, and offer alternatives for motorists, pedestrians, and cyclists along a major corridor of Columbia. The project's intent is to maintain Gervais, Blossom and Huger streets as primary access routes yet reduce traffic congestion, improve safety, and augment and encourage pedestrian and bicycle usage. It will reduce connectivity barriers, level the playing field, and enable economic competitiveness for the City of Columbia and the region as a whole. This new gateway to the Congaree riverfront will be the linchpin in many of Columbia's other long-range goals and transportation plans, ones that have been years in the making for a riverfront that has been essentially untouched since the founding of Columbia in 1786. Should it receive RAISE Grant funding, it is able to move forward quickly and meet obligation date requirements.

Specifically, the *Columbia Riverfront Gateway Project* will lengthen Williams Street from Senate Street to Blossom Street. It will extend Greene Street so it intersects with the newly created Williams Street. Devine Street will be lengthened to intersect Williams Street and continue another 1.5 blocks toward the river before it turns southward, goes under the Blossom Street Bridge (as Gist Street), and intersects with Wheat Street. Here, a pedestrian/bicycle trail will be installed to connect the project area to Granby Park. Moderate improvements will also be made to the sections of existing streets that intersect with the proposed new roadways. Sidewalks will be added along the eastern edge of the project area on Huger Street, and "smart signal" technology will be installed along this entire corridor. Three dual-port electric car charging stations, a parking lot, and two bike share stations will be installed in the project area, too.

The following are transportation challenges the project will address.

## Traffic Congestion

Columbia is the commercial, educational, and governmental center of the region and is experiencing growth structurally, economically, and demographically. Columbia's Metropolitan Statistical Area (MSA) population has increased more than 29% since 2000 and is expected to increase another 10% by 2030 and another 25% by 2060. In fact, the population of Census Tract 29 (in the project area) has increased almost 50 percent during that same time, and it is expected to increase a phenomenal 189 percent by 2050 according to *Central Midlands Region Population Projection Report 2020-2050* (2018). Improved transportation systems and options must be made so acceptable levels of service, safety, equity, and accessibility are maintained for Columbia's MSA and its visitors.

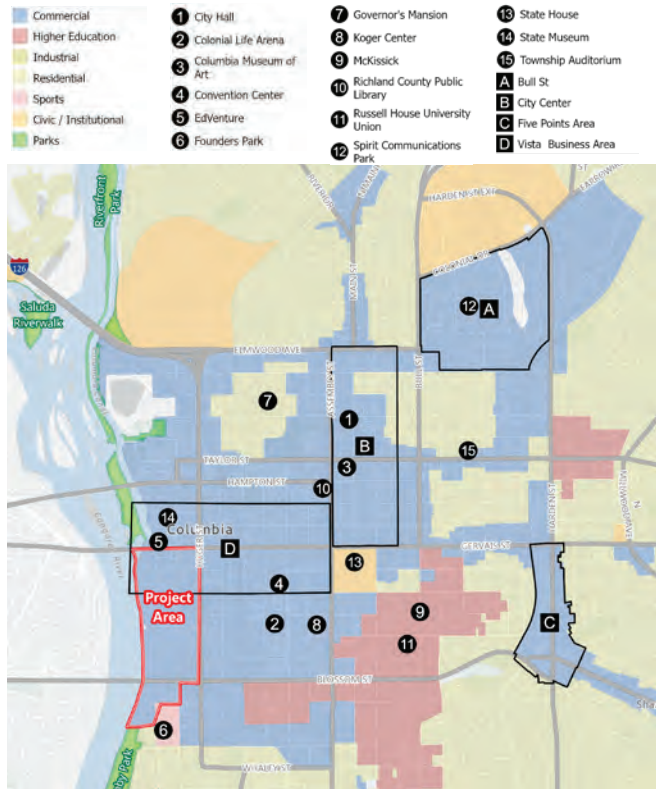
Huger Street, the project's eastern border, is a 4-lane, undivided 35 mph roadway with an annual average daily traffic (AADT) count of 24,900, changing to a 6-lane roadway with an AADT count of 35,900 near its intersection with Gervais Street, the project's northern border. A primary transportation improvement will be the use of innovative signalization technology along the Huger Street corridor, which allows traffic to move more efficiently and reduce traffic delays. These, in turn, result in decreased travel time through the City, improved intersection and pedestrian safety, and less traffic congestion from special events.

This is especially beneficial because the project corridor currently serves as a gateway to arts, entertainment, and



sports events by providing access to downtown Columbia, restaurants, businesses, and entertainment and athletic venues. It is also a primary route to many institutions/destinations near the project area, such as the University of South Carolina campus, Founders (baseball) Park, the Columbia Metropolitan Convention Center, Colonial Life Arena, Williams Brice (football) Stadium, the Koger Center for the Arts, and many others. Improvements such as those proposed will certainly mitigate traffic congestion and positively impact the City and the region. More streamlined, effective traffic flow will allow motorists, cyclists, and pedestrians a more cost-effective, eco-friendly, and efficient access to their homes, places of employment, and a myriad of nearby event venues.

The project’s proposed changes *are especially* timely as the SC Department of Transportation (SCDOT) has announced it will close and replace the structurally deficient Blossom Street Bridge located between Huger and Gadsden streets over

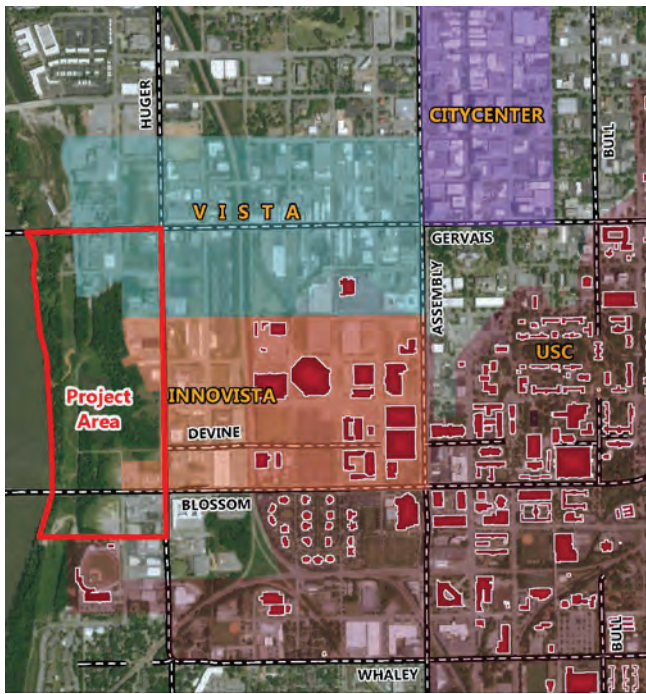


the Norfolk Southern and CSX Transportation railroads. With an ADT of between 26,900 and 31,700, Blossom Street is a major east-west connection across downtown Columbia and one of the three connections across the Congaree River to West Columbia. Consequently, construction for this [project](#) (which is scheduled to begin in 2023 or 2024) will significantly impact traffic patterns and greatly increase congestion in the area. Having more efficient traffic flow on Huger or an additional north-south option via Williams and Gist streets, will help mitigate the anticipated surge in congestion.

### Inadequate Bike/Pedestrian Infrastructure

The project area’s heavily congested streets currently have few sidewalks and no dedicated bike paths or lanes. Planned improvements for pedestrian and bicycle accommodations include enhanced connection points to Huger, Blossom, and Gervais streets and new sidewalks, pedestrian paths, and bike facilities along the proposed project, including two bike share stations. Pedestrian-level lighting will be included as part of the project to ensure pedestrians and cyclists recognize this roadway as a safe and useful alternative to the heavily traveled and congested primary routes.





This project will permit bike/pedestrian infrastructure and connectivity as a *planned and integral* part, as opposed to elements that must be incorporated into existing roadways and development. This results in a well-designed system that is safer and will better serve all users. Consequently, the infrastructure improvements proposed by the *Columbia Riverfront Gateway Project* will offer transportation choices that enhance the livability and promote needed economic opportunities not only for the project corridor but also of the surrounding areas and region as a whole. These enhancements address the systemic inequities in the US transportation system. Providing separate bike/pedestrian facilities addresses equity in that they provide a safe route, connect citizens without the use of a car to jobs and amenities, and increase neighborhood desirability.

### Development Barrier

In its present state, the majority of the project area—the undeveloped land—lacks streets, utilities, paths, or greenways. In addition to being a barrier to connectivity, the lack of infrastructure impedes development and the City’s revitalization plans. Using the State Capitol as the unofficial center of downtown Columbia, you will see the project area is surrounded by the Central Business District, the University of South Carolina (UofSC), the Vista,

and the Innovista—all of which are experiencing significant growth and development *except* the project area. For example, Columbia’s Downtown District underwent an extensive redevelopment initiative from 2003-2010, which spurred more than \$400 million in new construction, renovation, new businesses, and new residences along Main Street and the Central Business District. Additionally, in the late 1990s, a project west of the City’s Downtown District—the Vista—led to more than \$500 million in new investments and created a nationally recognized arts and entertainment district. Finally, during the past 15 years, UofSC and the Innovista have seen the completion of \$231 million worth of housing projects, the \$37.4 million Columbia Convention Center, \$228 million worth of UofSC projects, and about \$60 million in additional public infrastructure projects, including the Greene Street Bridge (currently under construction and scheduled to open summer 2022).

These developments would not have happened without the public infrastructure needed to support and connect those facilities. Growth in the City directly correlated to where infrastructure enhancements occurred, more specifically, where that infrastructure provided connectivity among key developments and attractions. As it sits now, the undeveloped land is an obstacle to progress and improvement. For revitalization to occur in this overburdened community along the western edge of Columbia, the infrastructure proposed in the *Columbia Riverfront Gateway Project* must be completed.

### Project History

Components of the *Columbia Riverfront Gateway Project* have been part of the long-range vision for Columbia as evidenced by their inclusion or mention in numerous earlier (or current) plans, studies, and recommendations. In fact, Williams and Gist streets were part of Columbia’s original 1786 perfect street-grid design by John Gabriel Guignard, although they were never completed. Today, Guignard’s descendants have reserved a parcel of land to complete Williams Street, while the UofSC Development Foundation has land allocated for Gist Street.





The first major comprehensive planning effort undertaken was in 1905 with The Improvement of Columbia, South Carolina and then mentioned again in the 1969 Central City Columbia, South Carolina Master Plan.



The extensions of Greene and Devine streets are part of the original 2007 Innovista Master Plan. This three-phased plan aimed to capitalize on a unique opportunity to extend the historic street grid mentioned previously; construct mixed-use housing, offices, retail spaces, and research facilities; and increase connections between the downtown and the nearby river. Greene Street, in fact, serves as the Plan’s principal pedestrian, cyclist, and vehicle transportation spine between the two areas. Phase 1 of this multi-modal project was completed in 2017. Phase 2 began in early 2020, includes the new Greene Street Bridge, and is scheduled to open summer 2022. This bridge provides pedestrians, cyclists, and vehicles direct access to Huger Street for the first time in decades. The last phase of this original plan—the land west of Huger Street (i.e., the project area)—remains undeveloped.

Major amendments to [TCP 2018: The Columbia Plan](#) (2008) included the adoption of the [Plan Columbia: Land Use Plan](#) (2015), which thoroughly updated the land use elements of TCP 2018, and [Walk Bike Columbia](#) (2015), which detailed long-range bicycle and pedestrian elements. Both identified areas for corridor planning and transportation efforts such as those detailed in this project.

The project dovetails (and facilitates) several of the goals of the [University of South Carolina 2010 Master Plan](#), such as integrating all modes, improving the bicycle system, and promoting a pedestrian friendly campus. Moreover, in its 2018 update, one of the planning priorities was to “connect the campus to the Congaree River.”

The project’s Gist Street intersection with Wheat Street was discussed in the [Capital City Mill District and Corridor Plan](#) (2017), as well as a greenway connection between Granby Park (in the district) and Riverfront Park (just north of the project area), which cannot occur without the proposed Gist Street’s access. This project also follows through on recommendations put forth in the [City of Columbia Climate Protection Action Plan](#) (updated 2020), including expanding community bicycle infrastructure and additional measures to improve traffic signal synchronization. [Envision Columbia Vision Statement](#) identifies what the ideal state for citizens, businesses, students, and tourist should look like as Columbia celebrates its 250th anniversary in 2036. It has been at





the forefront of the comprehensive plan update (as required by SC State Code of Laws) outlined in [Columbia Compass: Envision 2036](#) (2020). The [Transportation](#) section reiterates the City's stance that transportation is about mobility and accessibility for all. The *Columbia Riverfront Gateway Project* reinforces those plans and brings them to life.

## Detailed Statement of Work

To alleviate or mitigate these transportation challenges, the Columbia Riverfront Gateway Project will:

- Construct a new roadway (i.e., Williams Street) that connects Gervais Street (US Routes 1 and 378) to Blossom Street (US Routes 21 and 76), and extend existing roadways (i.e., Devine Street and Greene Street) from Huger Street (US Route 321) to the newly created roadway (i.e., Williams Street). Devine Street will traverse Williams Street and extend an additional 610 feet westward toward the Congaree River before it turns southward, goes under the Blossom Street Bridge (as Gist Street), and intersects with existing Wheat Street.
- Add significant sections of fill to overcome topographic challenges on-site due to existing storm water channels and an old, abandoned railroad corridor.
- Install curbs and gutters.
- Install utilities to include storm drainage, water, sanitary sewer, and underground power to meet the needs of the corridor.
- Enhance existing sidewalk connectivity and construct new sidewalks in conjunction with the proposed roadways.
- Add ADA-compliant intersection ramps in areas where existing roadways connect to the proposed roadways.
- Install pedestrian-level lighting along the proposed roadways and sidewalks to encourage safe pedestrian access.
- Install landscape along the roadway/sidewalk areas (e.g., trees along the street, landscaped medians in strategic areas, etc.).
- Incorporate parking along portions of the project to support the parking demands in the area. Include an environmentally friendly parking lot adjacent to the pedestrian connectivity to Granby Park, accommodating visitors to the park as well as providing parking support for Founders Park.
- Provide bike-friendly facilities (to include bike lanes and bike racks) and install two public bike share stations, each of which would include 16 docks, 1 kiosk with wayfinding features, and 12 bicycles.
- Install one electric vehicle charging station.
- Add ADA-compliant sidewalks along Huger Street from Blossom Street to Gervais St.
- Upgrade existing signalized intersections along Huger Street from Blossom Street to Laurel Street with smart signal technology, which adjusts signal timing to real-time traffic conditions.
- Extend pedestrian and bicycle connectivity from Wheat Street to Granby Park via a greenway extension facilitating connectivity along the riverfront between the park system and the residential communities adjacent to Granby Park.

*A Detailed Statement of Work is attached to this application.*



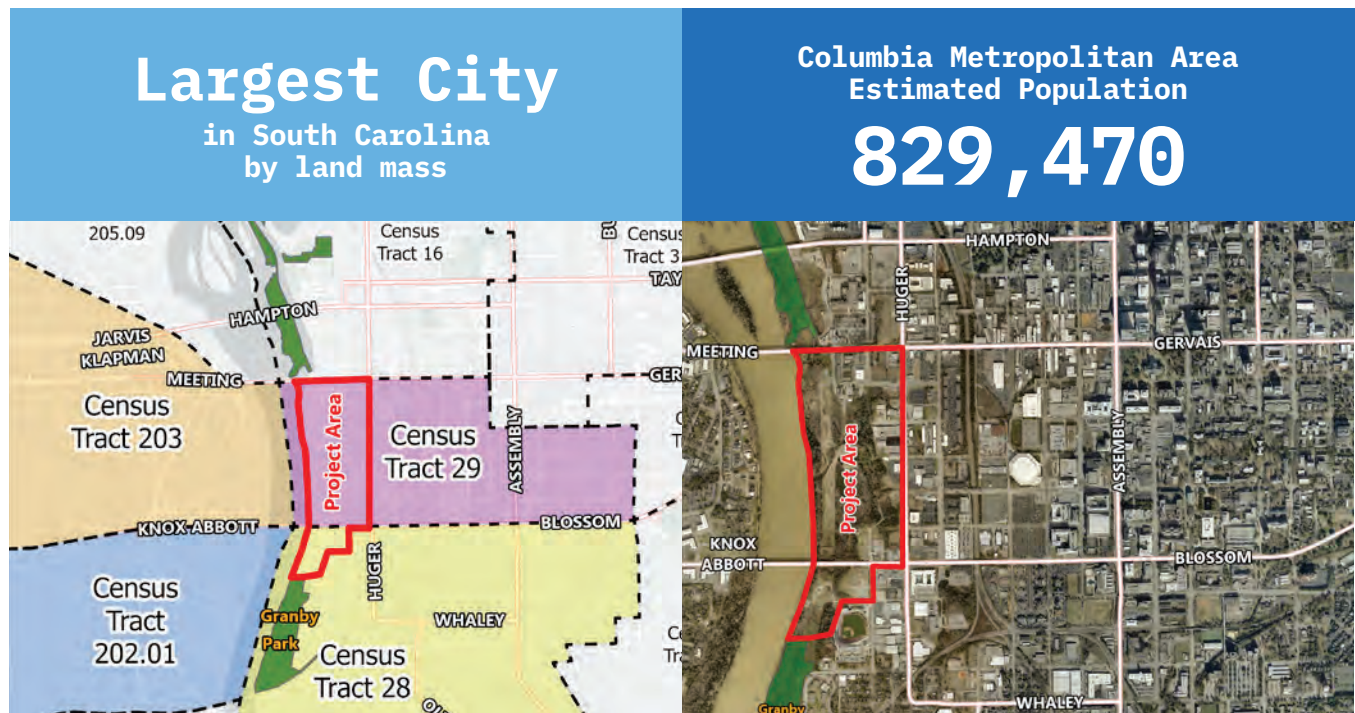
# Project Location

The *Columbia Riverfront Gateway Project* is located in Columbia, SC, (a Census-designated Urbanized Area, UACE #18964), which lies at the geographic center of the state. Columbia serves as the county seat of Richland County, as well as the state capitol. Anchored by the City of Columbia, the Columbia Metropolitan Statistical Area (MSA) is comprised of six counties (Calhoun, Fairfield, Kershaw, Lexington, Richland, and Saluda) and its estimated population is 829,470 according to the 2020 Census. The population of the City of Columbia is 136,632 (2020 Census), although its daytime population easily doubles that number. It is the second largest city in South Carolina by population but the largest city by land mass.

The project area is bordered to the north by Gervais Street, to the south by Wheat Street, to the east by Huger Street, and to the west by the Congaree River. Across the river lie the cities of West Columbia (directly to the west of the project area—across the Gervais Street Bridge) and Cayce (to the southwest of the project area—across the Blossom Street Bridge).

The Census Tracts in which the project lies (29 and 28), as well as the two that lie directly across the river (Census Tracts 203 and 202.01) are deemed “Areas of Persistent Poverty.” Census Tracts 28 and 203 are also deemed as “Historically Disadvantaged Communities.” Census Tracts 203 and 202.1 are also deemed Federally Designated Opportunity Zones.

According to the US Census, the number of persons in poverty in Columbia (22.8%) is double that of the nation (11.4%), and the median household income in Columbia (\$47,416) is 27% less than the US average (\$64,994). Additionally, the white-only population of the US is 76.3%, yet it is 52.6% in Columbia. Many of these factors (i.e., resultant socio-economic stressors in the area) have contributed to the area’s persistent environmental health disparities. Consequently, the term ‘overburdened community’ has often been assigned to the City of Columbia.



1. 2020 Census 2. U.S. Bureau of Labor Statistics, May 2021



# Grant Funds, Sources, and Uses of All Project Funding

## Project Costs

The total cost of the Columbia Riverfront Gateway Project is \$27,875,586.

**Total Project Cost**  
**\$27.87MM**

## Sources & Amount of Funds

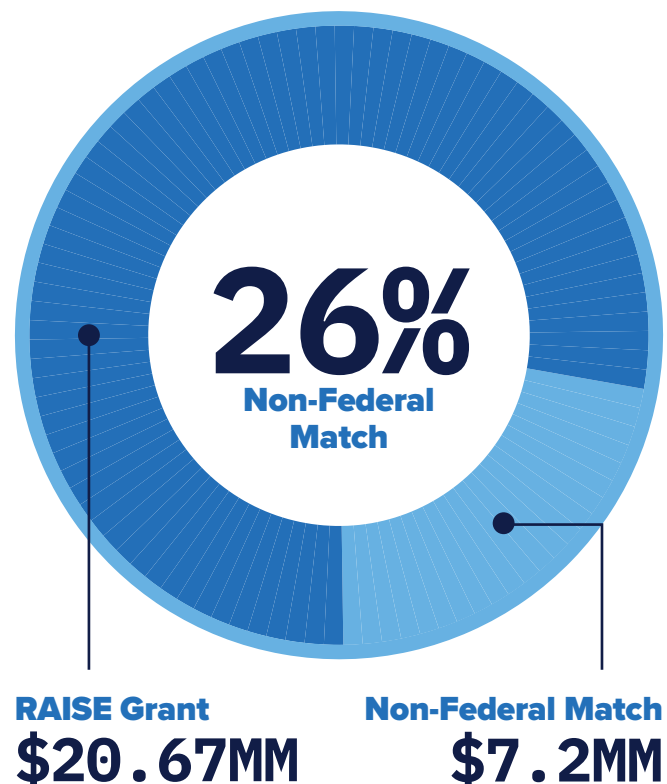
The City of Columbia respectfully requests \$20,671,820 in RAISE Grant funding. It will provide a non-federal match of \$7,203,766, which represents 26 percent of the total project cost.

## Non-Federal & Federal Funding Commitments

The sources of the non-federal match funds are the Richland County Penny Sales Tax; Guignard Associates, LLC (the primary landowner in the project area); and the University of South Carolina Development Foundation. Documentation of these commitments is included with this application as attachments.

Of the \$50 million Richland County Penny Sales Tax monies that have been designated to the Innovista Transportation-Related Projects, close to \$46 million is being spent on construction of Greene Street improvements while \$4,088,663 has been allocated to Williams Street construction. The University of South Carolina Development Foundation will donate approximately 4.75 acres of land (valued at \$2,157,003) south of Blossom Street on which the Gist Street extension and the trail to Granby Park will be built. Guignard Associates, LLC, will donate 0.846 acres of the land (valued at \$958,100) north of Blossom Street on which parts of Williams Street, Greene Street, and the Devine Street extension will be built.

Aside from RAISE Grant funding, no additional federal funding is being utilized for the project.



## Budget & Use of Funds

The following is a funding breakdown for the project. As shown, 62.73% of the project budget is allocated to construction costs, while approximately 37.27% is devoted to non-construction costs. A Detailed Project Budget is also attached to this application.

PROJECT ELEMENT	ESTIMATED COST	NON-FEDERAL FUNDS	RAISE GRANT FUNDS	OTHER FEDERAL FUNDS
Mobilization/Traffic Control/Quality Control	\$1,100,000	\$284,268	\$815,732	\$0
Grading	\$1,330,438	\$343,819	\$986,618	\$0
Roadway	\$2,225,125	\$575,029	\$1,650,096	\$0
Drainage/Erosion Control	\$1,828,625	\$472,564	\$1,356,061	\$0
Landscape	\$2,355,719	\$608,778	\$1,746,941	\$0
Traffic Signalization (6 intersections)	\$241,056	\$62,295	\$178,761	\$0
Water & Sewer Improvements	\$885,063	\$228,723	\$656,340	\$0
Street Lighting	\$517,500	\$133,735	\$383,765	\$0
Electrical	\$1,253,494	\$323,935	\$929,559	\$0
Gist Street Bridge	\$1,500,000	\$387,638	\$1,112,362	\$0
Bike Stations	\$375,000	\$96,910	\$278,090	\$0
Charging Stations	\$125,000	\$32,303	\$92,697	\$0
Pedestrian Trail Bridge	\$250,000	\$64,606	\$185,394	\$0
Parking Area	\$585,869	\$151,403	\$434,465	
Subtotal Construction	\$14,572,888	\$3,766,008	\$10,806,880	\$0
20% Contingency	\$2,914,578	\$753,202	\$2,161,376	\$0
Construction Cost	\$17,487,465	\$4,519,209	\$12,968,256	\$0
Design Services (4% of Est. Construction Cost)	\$699,499	\$180,768	\$518,730	\$0
CM/CEI Services (7% of Est Construction Cost)	\$1,224,123	\$316,345	\$907,778	\$0
Right of Way Acquisition	\$8,225,100	\$2,125,577	\$6,099,523	\$0
Right of Way Acquisition Temp	\$239,400	\$61,867	\$177,533	\$0
<b>Total Project Cost</b>	<b>\$27,875,586</b>	<b>\$7,203,766</b>	<b>\$20,671,820</b>	<b>\$0</b>



# Merit Criteria

Columbia’s RAISE Application, if funded, will have significant impact both locally and regionally. It will result in improved safety and connectivity, enable economic opportunities, reduce congestion, expand transportation choices, and address climate change and racial equity.

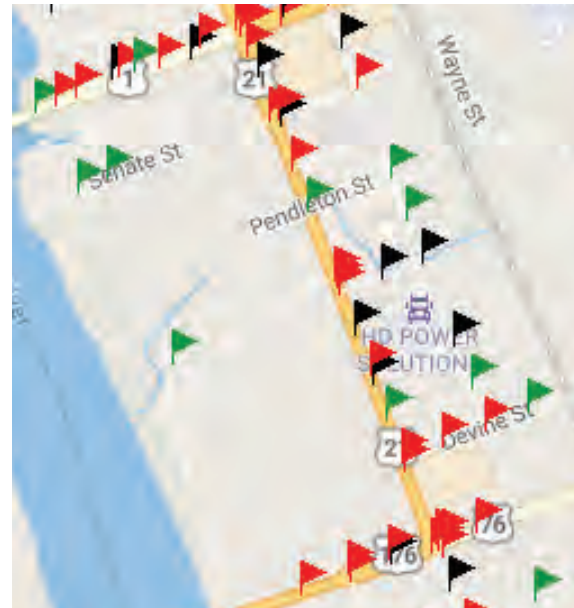
## Safety

The *Columbia Riverfront Gateway Project* will provide significant safety benefits. The project will develop new roadways and enhance existing roadways in the project corridor so that all users—motorists, cyclists, and pedestrians—are better and more safely served.

According to a study conducted by the Columbia Police Department (CPD) from January 2016 to March 2022, 1,005 accidents occurred within an area encompassing the project corridor. (The CPD study borders are the Congaree River on the west, Gervais Street to the north, Blossom Street to the south, and Pulaski Street to the east, which is one block east of Huger Street.) Although the study area of 0.35 square miles represents only 0.25% of the 134.9 square miles of Columbia, the collisions reported represent 2.62% percent of the total collisions within the City. Overall during the study, two intersections of the three major thoroughfares accounted for more than 59% of the collisions—Gervais at Huger and Blossom at Huger.

Additional proposed roadway improvements include building 12-foot wide lanes, correcting the existing deteriorating roadway surface by repaving, enhancing roadway aesthetics by using imprinted and textured pavement stamping for designated crosswalks and landscape amenities where appropriate, improving night traffic safety with street lighting, and creating pedestrian routes and crosswalks.

For pedestrians, cyclists, and mass transit users, the project will adjust sidewalks and curbs to better pedestrian paths, crosswalks, bus stop locations, as well as meet ADA requirements. Sidewalk “bump outs” will be constructed at intersections to improve



(green: 1-2 crashes; black: 3-4 crashes; red: 5+ crashes)

safety and aesthetics. Pedestrian signal heads will also be upgraded or added at intersections within the project corridor to coordinate pedestrian movements with the “smart signal” technology. Pedestrian signal heads provide traffic signal indications exclusively intended for controlling pedestrian traffic. They consist of the illuminated symbols of a walking person (representing *walk*) and an upraised hand (representing *don’t walk*).

By adding these connectivity measures, bicyclists and pedestrians traveling through the City are no longer forced onto busy streets with no dedicated paths, lanes, and sidewalks, thereby improving safety. Combining dedicated bike paths and the proposed public bike share stations magnifies these safety benefits. As cities build more protected bike lane networks, the number of cyclists is increasing and the risk of injury or death is decreasing, [research](#) from the National Association of City Transportation Officials (NATCO) shows.



Improved safety measures are critical as South Carolina, unfortunately, continues to be among the lowest-ranked states with respect to bicycle and pedestrian safety (specifically, regarding the number of per capital fatalities for pedestrians and bicyclists as a result of crashes with motor vehicles). According to the *2018 Benchmarking Report* by the Alliance for Biking and Walking, South Carolina ranked 40th among states for walking safety and 46th among states for bicycle safety. Although 2.4 percent of work trips in South Carolina are by bicycle or foot, bicyclists or pedestrians account for more than six times that amount (15.3 percent) of traffic fatalities in the state.

From 2015-2019 nationwide, the Alliance reported that 11 bicyclists are killed per year per 10,000 bicyclists who bike to work. However, that number is almost three times that amount in South Carolina with 41 deaths per 10,000 bicyclists who bike to work. Pedestrians in South Carolina fared no better. The national number of pedestrian deaths per 10,000 pedestrians who walk to work is 16 while that number is double in South Carolina with 32.

Safety gains are particularly important for low-income people and people of color, who make up a large part of the cycling population but often lack protected bike lanes in their neighborhoods. They disproportionately bear the burden of fatalities and injuries from dangerous drivers and poorly designed streets. An analysis from the League of American Bicyclists found that Black and Hispanic cyclists had a fatality rate 30% and 23% higher, respectively, than white cyclists, and similar racial/ethnic safety gaps were found for pedestrians, too. In South Carolina, 48% of pedestrian fatalities and 50% of bicyclist fatalities are non-white (including Hispanic and unknown race).

These proposed changes will be even more critical when the Blossom Street Bridge will be torn down/replaced, and congestion is exacerbated greatly. While the bridge project recommends that safe and adequate pedestrian and bicycle detours be developed for the area to maintain a low risk for

vehicular collisions with pedestrians and bicycles, those safety measures do not currently exist in the area. Moreover, the new bridge renderings include sidewalks on the bridge and improved bike/ped connections under the bridge, thereby making our project's proposed lanes and sidewalks all the more necessary for connectivity and accessibility.

Another primary transportation improvement that will improve safety in the area is the use of innovative signalization technology along the Huger Street corridor. In addition to reducing travel time and congestion, the adaptive "smart signal" technology can compensate for unexpected changes in traffic patterns, such as storm evacuations or special events. This is especially pertinent for this area as the project area lies along one of the main thoroughfares to the SC State Fairgrounds (which averages almost a half million visitors annually) and the 80,250-seat Williams-Brice (UofSC football) Stadium. The project area is also adjacent to the 8,242-seat Founders (UofSC baseball) Park, and in close proximity to the 18,000-seat Colonial Life Arena, the 2,256-seat Koger Center for the Arts, the 142,500 square foot Columbia Metropolitan Convention Center, and the 60,000 square foot UofSC Alumni Center event venue. Having smooth traffic flow in this area is critical, especially when two or more major events occur simultaneously.

Independent studies have shown crash reductions from 5 to 20 percent occur when "smart signals" are implemented. Such crash reduction numbers are compounded by the other infrastructure enhancements planned, all of which should provide significant benefits from a traffic accident perspective and result in an expected fewer property damage and injury accidents within the project corridor.

## **Environmental Sustainability**

The *Columbia Riverfront Gateway Project* will reduce congestion and make it easier and safer for pedestrians, bicyclists, and mass transit users to access Columbia's downtown area and destinations along the project corridor. The new and improved roads, enhanced sidewalks and bike facilities,



and improved lighting, landscaping, and road amenities will also foster commercial revitalization and economic development, providing commercial and employment opportunities within cycling and walking distance of residential neighborhoods, UofSC, and along the project corridor, which is encircled by seven CMRTA bus routes.

Approximately 28,000 vehicles per day travel across the Gervais Street Bridge. The average daily traffic (ADT) volumes for Huger Street (between Blossom and Devine Street) is 26,700, and the ADT for the Blossom Street Bridge is 27,500. In addition, the ADT at the intersection of Huger and Gervais streets (just north of the project corridor) is 57,381, and the ADT at the intersection of Huger and Blossom (just south of the project corridor) is 47,777. (2019 SC Department of Transportation)

Improving signalization from the proposed adaptive signals will create more efficient traffic flow and decreased stops, resulting in an approximate average travel time reduction of 6.4 percent (as reflected in the attached BCA Spreadsheet). The benefits include decreased travel time through the City, reduced air pollutant emissions from vehicles during stops, improved intersection and pedestrian safety, and reduced traffic congestion from special events such as concerts and sporting events.

Columbia implemented a bike share system, Blue Bike SC, in 2018. Centered in the downtown area, the system offers 17 short-term bicycle rental stations. Between the system's launch in August 2018 and January 2020, the system's 135 bikes have been ridden more than 47,000 miles in 18,000 trips. The COMET (i.e., the region's bus system) invested in the program in 2019 to fund 8 additional stations and allows COMET (mass transit) users to ride a Blue Bike free of charge. The project's two additional bike share stations will further augment the City's existing network and reinforce its commitment to sustainability.

To further reduce the impact on climate change, the project seeks to install three dual-port charging stations and parking spots for zero-emission



vehicles. The EV charging stations not only help Columbia achieve its climate change goals, they lower emissions and pave the way for other forms of clean transportation. EV charging stations also increase property value, lower the cost of driving, and support environmental justice. As an added bonus, the EV charging stations create future income potential for the City of Columbia through timed EV charging rates. All major auto manufacturers have announced plans to produce all or most of their vehicles as EV only before the end of this decade. Having these stations would put Columbia ahead of the curve in this migration to e-cars. The City would benefit with potential income stream, EV owners with convenience, and the environment with cleaner air.

With improved traffic flow and redesigned areas that encourage walking and cycling, the number of vehicles in the area would predictably decline. Consequently, this reduction in the number of cars and vehicle miles traveled reduces the amount of Green House Gas (GHG) emissions produced by vehicles in the area. Motor vehicles generally have the highest level of pollution-output-per-mile in the first few miles of operation—those miles before the engine have warmed up. That is why using walking or cycling as a substitute mode for short neighborhood trips is such an environmentally beneficial option. Such changes not only decrease pollution and vehicle usage, they also translate to a national reduction in oil dependency.

The planned improvements to the project area are expected to reduce the amount of travel time in



the area, thereby resulting in quantifiable emission savings. In fact, the total number of annual weekday vehicle hours traveled (VHT) savings in passenger car-hours is 685,625 and 28,568 in truck-hours (as reflected in the attached BCA Spreadsheet).

Given the adjacency of the project area to the Congaree River, careful consideration will be given to the storm water management systems utilized to ensure that water quality remains a project priority. Measures to reduce and minimize silt and trash debris in the storm water conveyed to the river may include rain gardens, bioswales, forebays, infiltration trenches, pervious pavements, water quality drainage box inserts, and other features consistent with Best Management Practices (BMPs).

Reducing congestion, emissions, and the City's carbon footprint begins with new transportation management. When discussing sustainability, Columbia realized sustainable transportation options must be at the forefront of those discussions, as reflected in its Climate Action Plan and its updated master plan, Columbia Compass: Envision 2036. Columbia's commitment to achieving these goals is evidenced by its engaging a platform for green development, modal shifts, and demand management technology from this project's beginning.

## Quality of Life

The *Columbia Riverfront Gateway Project* will greatly improve the quality of life and working environments not only in the affected local neighborhoods but throughout the City and the Midlands Region as a whole. The additional roadways and various transportation improvements will positively impact user mobility, reduce congestion, and create affordable and equitable transportation choices by improving accessibility and connectivity. It will also increase desirability of this overburdened neighborhood and enable revitalization, including the completion of the regional greenway and development of a proposed waterfront park.

Continued population and economic growth in South Carolina—and Columbia in particular—have resulted

in a significant increase in the demand for mobility, as well as an increase in vehicle miles of travel (VMT). Resultant congestion on South Carolina's urban highways is growing because of increases the past two decades in vehicle travel (about 20%), movement of goods (almost 51% [GDP]), and population (15%).

To foster a high quality of life in Columbia, it is critical that the City provide and preserve a safe and modern transportation system that can accommodate future growth in population, vehicle travel, and economic development. Additionally, it must work to integrate various modes of transportation, which will not only reduce congestion but also create a pedestrian- and bicycle-friendly atmosphere that will positively impact mobility and increase accessibility.

More streamlined traffic flow, less congestion, and more transportation choices will allow motorists, bus riders, cyclists, and pedestrians a more cost-effective and efficient access to their homes and places of employment. Adding bike shares to bike lanes and sidewalks also addresses equity and mobility efforts and connects citizens without the use of a car to jobs. This is an important factor as Census Tract 29 has a relatively high share of people who commute to work by foot (33.6%) or bicycle (1%). Additionally, in Census Tract 28, 16.1% of commuters walk to work and 1% cycle. To the northeast of the project (Census Tract 31), 27.9% of its residents walk and 1.9% cycle to work. Providing the means to navigate the area efficiently and safely will greatly benefit not only those living within the project area but those surrounding it as well. (Census Reporter, ACS 2020 5-year)

*Walk Bike Columbia*, Columbia's 20-year master plan mentioned previously, envisions an expanded and accessible network of transit, sidewalks, greenways, trails, and on-street bicycle connections linking people to jobs, schools, and other destinations in an equitable and sustainable manner. The plan's recommendations were built upon, among other parameters, a comprehensive equity analysis that measured families in poverty, households with no vehicle, non-white population, and households with





## Equity Analysis

The Composite Social Equity Tiers reflect the average of four social groups with higher concentrations of

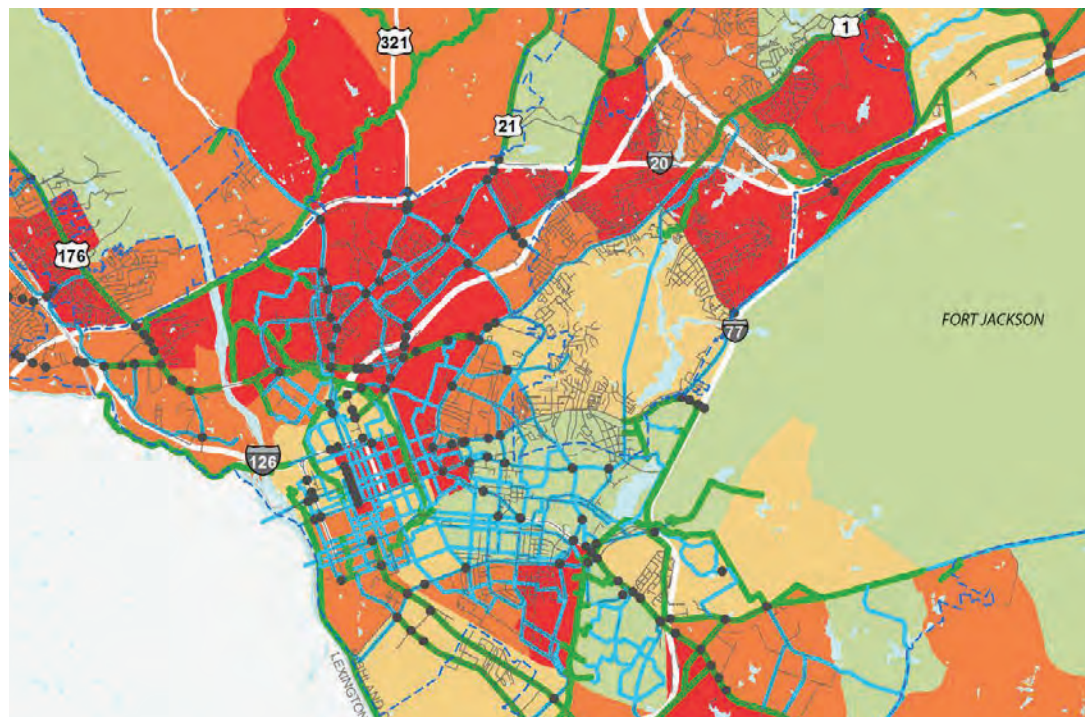
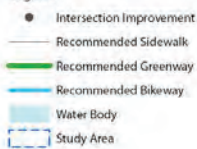
- 1) Families living below or near the poverty line
- 2) Households with no vehicle available
- 3) Non-White populations
- 3) Households with a limitation on English speaking ability

A higher tier represents a higher relative concentration of these groups.

### Equity Tier



### Legend



limited English-speaking proficiency. Concentrations were plotted in tiers, and the project area reflected the second highest equity tier.

Columbia is the job center of the region, with more than 40% of Columbia residents working within the downtown area. Additionally, most of the employee market in the downtown area is comprised of employees from service or office-oriented businesses within a few miles of the project corridor. The centrality of the region's jobs in downtown Columbia, therefore, presents challenges and opportunities. The highly centralized commute pattern highlights the importance of preserving mobility to regional job centers and providing a range of transportation commute options, including a highly connected grid system and enhanced bicycle/pedestrian options.

Negative health effects related to the transportation system can fall hardest on vulnerable members of the community, such as low-income residents, minorities, children, persons with disabilities, and older adults. Households in low-income areas typically own fewer vehicles, have longer commutes, and have higher transportation costs, too. Inadequate or substandard infrastructure in

low-income and minority communities prevent people from using active transportation (i.e., walking or cycling) and make it unsafe for those who do rely on these modes to get around, leading to higher incidences of collisions involving pedestrians and cyclists. Strategies taken to improve equity— increase active transportation, improve safety, improve air quality, and improve connectivity—are found in the *Columbia Riverfront Gateway Project*. Currently, as this area is predominantly undeveloped (or underdeveloped), it has poor to no streets and lighting, no sidewalks, and excessive vegetation, making pedestrian and bicycle access uncomfortable and inconvenient (or impossible). New and upgraded streets, sidewalks, bike lanes, landscaping, lighting, signage, and mass transit amenities as proposed in this project develop and improve the visual character of the corridor. Such enhancements are not only esthetically pleasing in the overburdened community, but are also integral to retail, commercial, and residential growth.

More bicycle- and pedestrian-friendly thoroughfares will enhance the livability of the project corridor and surrounding neighborhoods. They will have an immediate positive impact on the affected college campus (UofSC), as well as on the lives of the

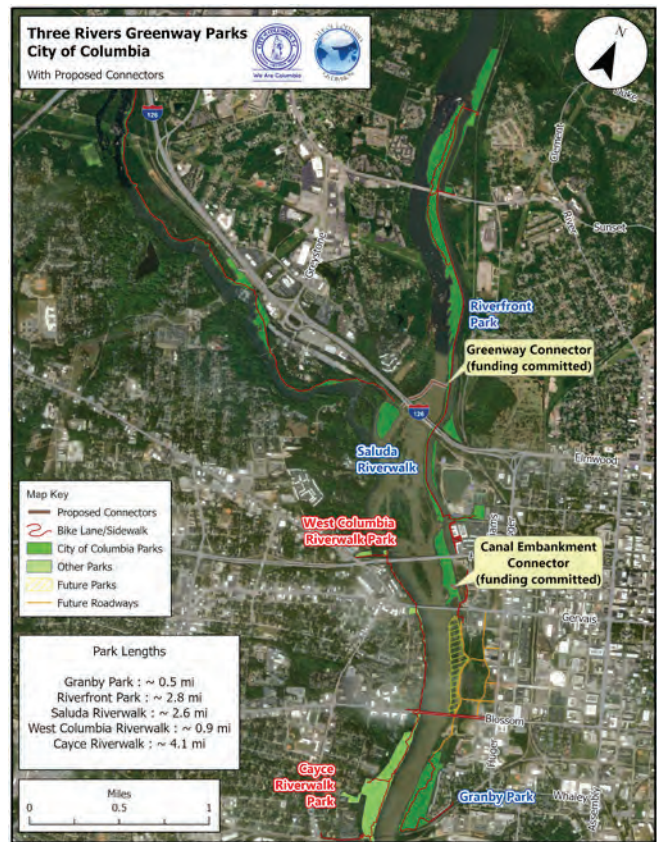


students, staff, and faculty. Enhancements such as these align perfectly with the Walk Bike Columbia Plan. The proposed infrastructure improvements augment access to economic opportunities and social services, lessening poverty by providing quality transportation that, in turn, promotes economic opportunities and growth.

## Improves Mobility and Community Connectivity

This project will provide significant benefits to the City of Columbia while also adding meaningful enhancements to portions of Cayce and West Columbia, cities located just across the Congaree River from the project area. Both the Blossom Street Bridge and the Gervais Street Bridge include sidewalks used by residents who travel between Columbia and West Columbia/Cayce, and a significant number of individuals commute to work each day via car, bicycle, or on foot between the cities. While these areas are not part of this application, their close proximity to the project area (only 500 feet) will ensure that their residents, businesses, and visitors will also feel the impact of this project when completed. The enhancements proposed in this project will allow for more transportation choices and make this area in particular—and the Midlands Region as a whole—more accessible to everyone. It has often been said that “a rising tide lifts all boats.” The *Columbia Riverfront Gateway Project* can be the economic catalyst to do just that.

The project elements will allow motorists, cyclists, and pedestrians a more cost-effective and efficient access to their homes, places of employment, a myriad of nearby event venues, and the Congaree River. Moreover, additional bicycle- and pedestrian-friendly thoroughfares enhance the livability of the corridors, surrounding neighborhoods, and the adjacent University of South Carolina campus, as well. These relatively unaltered 70-acres on the western edge of the City occupies almost 4 percent of the downtown acreage, but its lack of infrastructure sits in stark contrast with the rest of the City Central.



As mentioned earlier, the lack of infrastructure through this large swath of land adds to congestion on the large vehicular thoroughfares bordering the project area, as there are no alternate north-south routes between Gervais and Blossom streets. This also poses additional connectivity (and safety) challenges to bicyclists and pedestrians traveling through the City since they are forced onto busy streets with no dedicated paths, lanes, or sidewalks. The lack of streets, paths, or greenways in this undeveloped area also means all residents, regardless of travel mode, are denied access to the Congaree River. Moreover, these barriers are preventing the completion of the Three Rivers Greenway, a regional trail system comprised of three riverwalks on both sides of the Congaree River. The project area is the critical missing link to the 12.5-mile linear park.

Over the past decade, Columbia and its sister cities on both sides of the Congaree, Broad, and Saluda rivers have completed over 15 miles of publicly



accessible riverwalk. The Three Rivers Greenway is a regional trail system comprised of three riverwalks on both sides of the Congaree River. The project area is the critical missing link to the completion of the 12.5-mile linear park. The project's proposed roadways would enable the completion of this trail system and make the area publicly accessible for the first time in more than 230 years.

The long-anticipated Columbia Waterfront Park will also become a reality with the creation of these streets. Considered the “jewel in the crown” of the Innovista Master Plan, the park will cap development of the Greene Street spine from downtown Columbia and the UofSC campus to the Congaree River. As outlined in several of the attached Letters of Support, creation of this park will allow for direct access to the Congaree River via an expansive waterfront deck, a new kayak/canoe launch, and a completed network of walking and biking trails. Current park planning also includes a botanical garden and a wildlife interpretive center.

We can anticipate the park will revitalize the area and accelerate private, multi-use development in adjacent properties. It will spur new investment, serve as a catalyst for tourism, and become a significant public amenity that greatly enhances the quality of life of residents and visitors who will benefit from the development of this much-needed green space within the City of Columbia.

## **Economic Competitiveness and Opportunity**

The improvements in transportation outcomes envisioned by this project will translate into long-term economic productivity for the Midlands Region as a whole and Columbia in particular. The proposed roadways will advance the area's economic competitiveness by increasing land productivity,

tourism opportunities, and expanding and attracting private development, which will result in commercial growth and long-term job creation. By increasing the efficiency of the movement of goods and services, the *Columbia Riverfront Gateway Project* will reduce congestion, thereby lowering transportation costs and decreasing the cost of doing business—both of which are beneficial to business owners and ultimately consumers. In addition, by enhancing multi-modal connections to centers of employment, education, and services, the project creates a pedestrian- and bicycle-friendly atmosphere. Doing so positively impacts user mobility and improves accessibility, consequently promoting equity by providing more transportation opportunities for the area's under-employed and disadvantage populations.

In *The Economic Impacts of the Richland County Transportation Plan* (Miley & Associates, Inc., October 2012, Page 3—a copy of which is attached to this application), the Williams Street extension and related improvements are “one of the most potent components in the Transportation Plan in terms of ongoing economic impacts.” The direct economic impact indicated that the construction of Williams Street would result in the development of more than 1.1 million new square feet of office and commercial development, along with the creation of 1,400 new jobs and \$3.4 million in annual property taxes, not including the capital investment that would occur as properties in the surrounding areas are also developed.

Since that study was completed in 2012, the City can now generate more up-to-date (and more impressive) numbers from three sources: (1) figures from project-ready landowners/developers within/adjacent to the project corridor, (2) figures from actual developments near the project corridor, and (3) updated projections for three key districts directly adjacent to the project.



## 1. Project-Ready Landowners/Developers

Attached to this application are letters of support from surrounding property owners indicating they will make their property available for development or redevelopment, as well as developers who will develop/redevelop their property to its highest and best commercial use when the proposed roadways are constructed. Property owners include Guignard Associates, LLC, Stormwater Studios, State Credit Union, University of South Carolina Development Foundation, and Dominion Energy. The following developers with properties adjacent to or near the project area have provided the following plans and projections:

DEVELOPER	DEVELOPMENT SQUARE FOOTAGE	CAPITAL INVESTMENT	ANNUAL PROPERTY TAXES
Kahn Development Company	270,000	\$30-\$45 million	\$600,000 - \$1.3 million
PMC Property Group	225,000	\$58 million	\$900,000

## 2. Surrounding Area Growth

To illustrate the extent of actual development taking place, the five properties listed here (which are located east of the project area across Huger Street) have been completed since 2012 and have resulted in an average redevelopment of 63,124 sq. ft. per acre and produced \$98,113 in property taxes per acre. (A compilation of before and after photos of this growth is attached to this application.)

### Development Since 2012

PROPERTY	ACREAGE	SQUARE FEET	PROPERTY TAX (2019)
Greene Crossing 1	2.0	103,500	\$228,270
Greene Crossing 2	2.7	155,800	\$338,220
Greene Crossing 3	3.8	99,720	\$241,400
Palmetto Compress Warehouse	3.8	352,600	\$320,900
Park Place	3.9	311,000	\$460,640
<b>Total</b>	<b>16.2</b>	<b>1,022,620</b>	<b>\$1,589,430</b>
<b>Averages</b>		<b>63,124</b> sq. ft./acre	<b>\$98,113</b> property tax/acre



As shown in the “CDC Development and Investment Overview” flyer attached to this application, Columbia has experienced a significant amount of growth and development in the area surrounding the project site within the last decade. Twenty-nine projects totaling nearly \$1 billion have been developed along the perimeter of the project site in that period. This immense level of development gives the City high confidence in its projection of future development.



### 3. Potential Future Growth

To get a more accurate picture of the redevelopment potential for the areas adjacent to the Williams Street extension—that is, one based on actual numbers from actual projects constructed within the City—the average square footage per acre and average property tax per acre have been calculated for the undeveloped parcels in these areas.

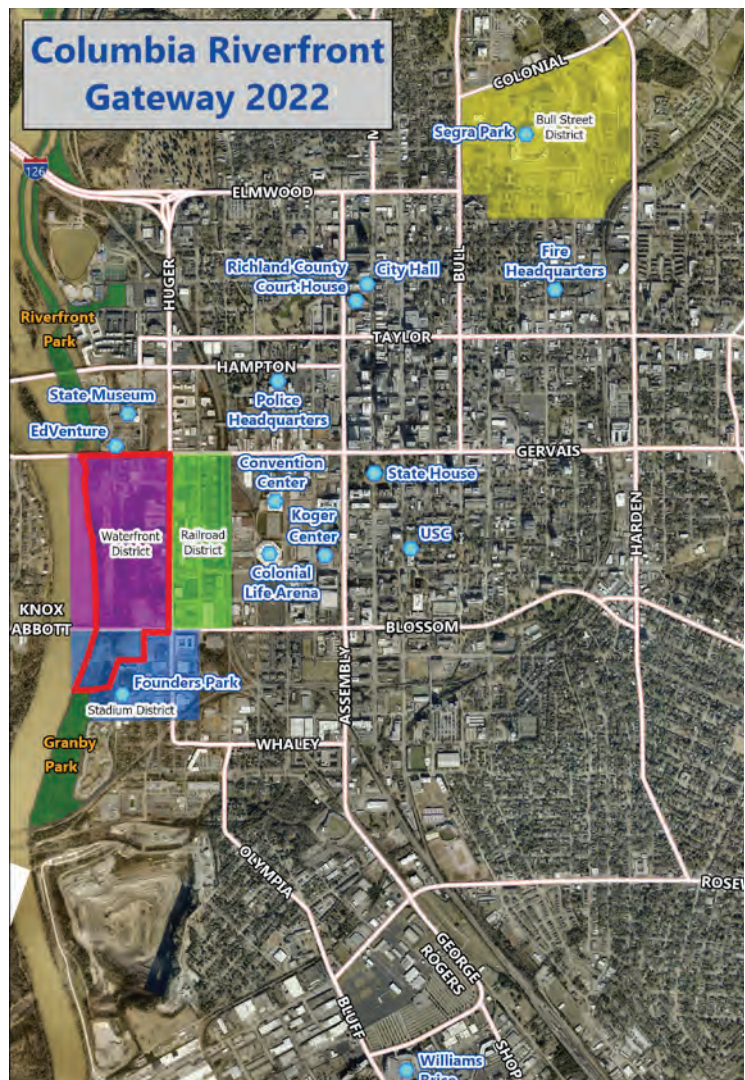
The areas studied are the:

1. Waterfront District—the land between Huger Street and the proposed Williams Street directly adjacent to the envisioned Columbia Waterfront Park.
2. Railroad District—the land between Huger Street eastward to the railroad.
3. Stadium District—the land across Blossom Street near the UofSC baseball stadium, Founders Park.



Projecting the build-out of all three areas over the next ten years—using averages based on the actual redevelopment that has occurred in the area since 2012—one can reasonably project that up to 4.7 million sq. ft. of development is possible, which could result in nearly \$7.3 million in annual property taxes (based on 2019 numbers). As shown in the table below, it is reasonable to project that as a result of the *Columbia Riverfront Gateway Project*, new investment in these three districts would total almost \$880 million or more over the next decade. The majority of this development would not occur without the USDOT’s investment in the infrastructure improvements proposed by the *Columbia Riverfront Gateway Project*. That infrastructure, in turn, would lead to significant local investment in the project site and these three districts.

The acreage in the Waterfront District that is currently vacant or underdeveloped will become “waterfront property” once Williams Street is constructed, too, which will significantly increase its value. The estimated property value increase for these acres (especially once the Columbia Waterfront Park is built) is at least 40% based on results from similar park projects.



PROPERTY	ACREAGE	SQUARE FEET POTENTIAL	PROJECTED CAPITAL INVESTMENT	PROPERTY TAX POTENTIAL
Waterfront	26.6	1,679,117	\$213,502,765	\$2,609,805
Railroad	24.3	1,533,930	\$195,042,000	\$2,384,145
Stadium	24.0	1,514,993	\$192,634,074	\$2,354,711
<b>Total</b>	<b>74.9</b>	<b>4,394,994</b>	<b>\$601,178,840</b>	<b>\$7,348,661</b>

<b>RAISE Grant request</b> <b>\$20,671,820</b>	<b>Benefit</b> <b>\$1 → \$29.08</b>
<b>Projected Capital Investment</b> <b>\$601,178,840</b>	



Public investment in road improvements is generally followed by private investment. Tax dollars improving traffic flow, pedestrian access, and appearance are a signal to the private sector that there is a real commitment to improving the area—and private dollars ensue. The previously mentioned Innovista Master Plan projected that, for every \$1 of public money invested in infrastructure, \$7.60 of private sector development would follow. As reflected in these anticipated development numbers and the actual development numbers of the City Center, the original 2007 projection was actually quite conservative and today represents a very attainable goal.

The Council of Economic Advisers determined that one job-year is created by every \$76,923 in transportation infrastructure spending. Of this, 64% represents direct and indirect effects, and 36% represents induced effects. Using this analysis, the City of Columbia’s RAISE application has the potential to create approximately 296 jobs, with approximately 190 of those being direct and indirect. Moreover, the Alliance for Biking and Walking reported that bicycle and walking projects create from 11 to 14 jobs per \$1 million spent and that up to \$11.80 in benefits is gained for every \$1 invested in making an area bicycle and pedestrian friendly. Job projections deduced from all these studies illustrate how this project has the potential to make a very definite economic difference for Columbia and the Midlands Regions of South Carolina.

## State of Good Repair

The *Columbia Riverfront Gateway Project* will ensure good condition of transportation infrastructure by:

### Reducing traffic on primary arteries surrounding the project area.

Without Williams Street, Huger Street will continue to be the only North-South connector in the project area. This strains the existing roadway, causing greater damage with ever-increasing volumes. In turn, operations and maintenance costs increase and the life expectancy decreases, requiring more frequent capital improvements.

### Improving traffic flow with adaptive signal (i.e., “smart signal”) technology

The project’s reduction in the number of stops required at intersections and the potential mode shift will also directly benefit the longevity of the pavement along Huger, Blossom, and Gervais streets. By providing additional green time on the approaches through the reduction of stops, the frequency of stops and the potential for stopping vehicles at speed are reduced. Pushing or shoving of pavement, especially with tractor trailer configurations, is common at intersections with frequent stops. The design proposed will help to minimize the occurrence of this, thus extending the life of the pavement. Furthermore, the design will increase the foundational structure of the roadway to provide additional resiliency to pushing of pavement, especially in the summer months when asphalt temperatures can increase significantly.

### Providing new development opportunities close to work centers.

Live-work-home developments can be accessed via more direct routes—walking, cycling, or less vehicular miles traveled (i.e., shorter commutes). Moreover, higher density developments within the project area or on adjacent properties will result in higher tax revenues to cover transportation impacts, operations, and maintenance once the area is developed.

### Encouraging non-motorized transportation alternatives.

Other modes of connectivity such as the planned bicycle lanes and pedestrian trails are less costly to maintain than roads. They also reduce congestion; thereby adding to the reduction to wear and tear on the nearby roads.

### Repairing and repaving existing substandard roadway.

Reinforcing the existing side streets (i.e., Pendleton and the beginning spur of Williams) sustains a longer lifespan of these roads and decreases lifecycle costs.



The proposed roadway improvements and bicycle/vehicle transportation features will produce an increase in pedestrian, bicycle, and mass transit usage, additional road capacity, reduced congestion, and decreased travel time—all of which will contribute to decreased operational costs for drivers and the City alike.

## Partnership and Collaboration

Unlocking the waterfront area of Columbia between the Wheat Street and Gervais Street has been an aspiration of the City of Columbia, the University of South Carolina, and other entities within the region *for decades*. This project brings together the community in a unique partnership of stakeholders who share a transforming vision for Columbia. As previously discussed, millions of dollars—federal, state, and local—have been directed to social and economic development initiatives within Downtown Columbia. Community partnerships have been an integral part of these revitalization efforts and critical to their success. More than 40 organizations—property owners, vested developers, businesses, nonprofits, governmental entities—have been very involved in the planning process of the *Columbia Riverfront Gateway Project*, all of whom have provided verbal and/or written commitment.

While the City of Columbia is the lead applicant, part of the *Columbia Riverfront Gateway Project* will be done in partnership with SC Department of Transportation (SCDOT) and built according to SCDOT standards. Although Huger, Gervais, and Blossom streets (the streets around the periphery of the project area) are located in the City of Columbia, they are owned and maintained by SCDOT. Because Williams, Devine, Greene, Gist, and Wheat streets are owned and maintained by the City of Columbia, the City will administer work within the project boundaries. Columbia will provide and certify the inspections and other City services, as well as manage the construction aspects of the project. The City will own Williams and Gist streets once completed, as well as the other on-site roadways developed as a result of this project.

This broad range of collaborators demonstrates how this transportation project integrates with other development and public service efforts in the area. The project elements (long-sought-after goals of the collaborators) are innovative, sustainable, equitable, and transformative for residents and tourists alike. This myriad of stakeholders—the City of Columbia, UofSC, various governmental agencies, business organizations, nonprofit entities, commercial developers, and private landowners—are ready and anxious to catalyze change in an underutilized area and transform the City and the entire Midlands Region. These letters speak volumes about the importance of this project and reflect its regional and national significance.



**Principal Partner**

**Uof  
SC**<sup>TM</sup>

**UNIVERSITY OF SOUTH CAROLINA**  
The state's flagship university with  
35,000+ students, 7,000+ faculty/staff,  
and hundreds of thousands of annual  
visitors to its research campus





## Innovation

Currently, the traffic signals along Huger Street—the main artery into the project area—operate independently of each other. This conventional signal system uses pre-programmed, daily signal timing schedules. This results in poor traffic signal timing, which contributes to traffic congestion and delays. However, the *Columbia Riverfront Gateway Project* plans to implement adaptive signal technology (i.e., “smart signal”), which adjusts the timing of red, yellow, and green lights to accommodate changing traffic patterns and eases traffic congestion.

Conventional signal systems use pre-programmed, daily signal timing schedules that do not monitor system performance, nor can they adjust automatically to accommodate traffic patterns that are different from the peak periods during which they were designed to operate. Adaptive signal control technologies adjust when green lights start and end to accommodate current traffic patterns to promote smooth flow and ease traffic congestion. The main benefits of adaptive signal control technology over conventional signal systems are that the technology can:

- Automatically adapt to unexpected changes in traffic conditions.
- Improve travel time reliability and prolong the effectiveness of traffic signal timing.
- Reduce congestion and fuel consumption.
- Reduce the complaints that agencies receive in response to outdated signal timing.
- Make traffic signal operations proactive by monitoring/responding to gaps in performance.
- Allow for needed real-time customization to support the many sporting, arts, and entertainment events happening in close proximity to the project site.

By receiving and processing data from sensors to optimize and update signal timing settings, adaptive signal control technologies can determine when and how long lights should be green. First, traffic sensors collect data. Next, traffic data is evaluated, and signal timing improvements are developed. Finally, the adaptive signal control technology implements signal timing updates. The process is repeated every few minutes to keep traffic flowing smoothly. Traditional signal retiming might only repeat this process every 3 to 5 years.

The traditional signal timing process is time-consuming and requires substantial amounts of manually collected traffic data. Traditional time-of-day signal timing plans do not accommodate variable and unpredictable traffic demands, which result in customer complaints, frustrated drivers, excess fuel consumption, increased delays, and degraded safety. Customer complaints are the most frequently cited performance measure in operations surveys conducted by the FHWA. In their absence, months or years may pass before inefficient traffic signal timing settings are updated. However, this technology continuously collects information and updates signal timing accordingly.



# Project Readiness: Environmental Risk

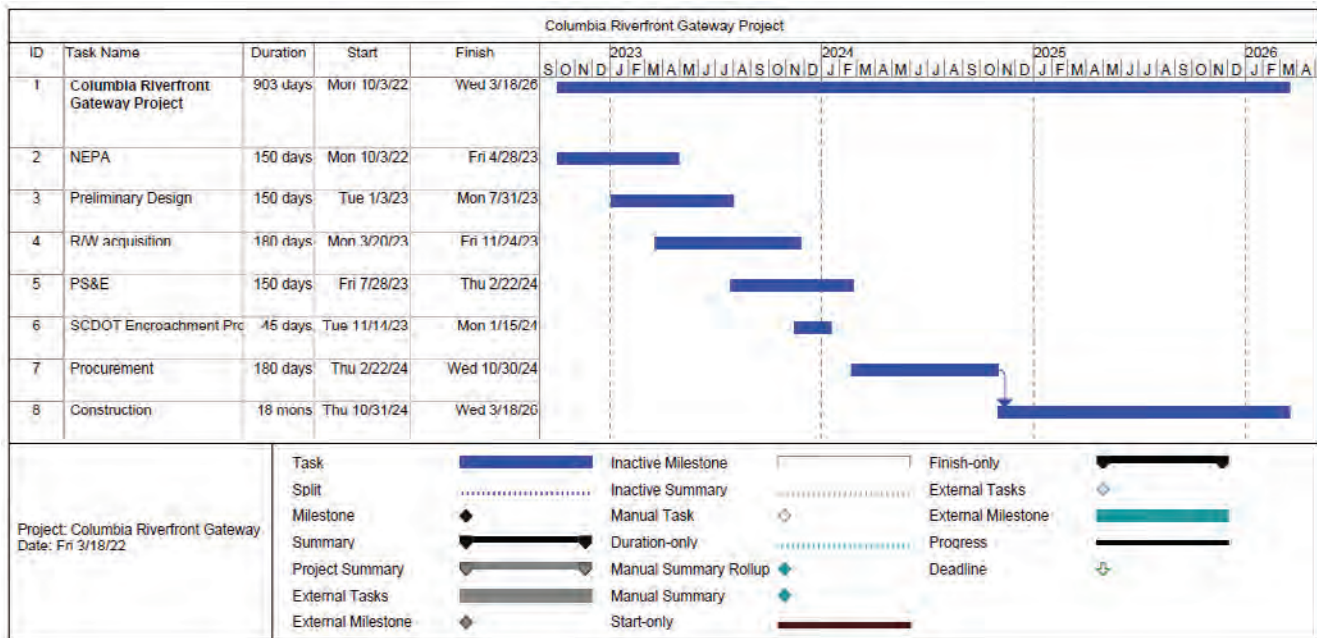
As demonstrated by the Detailed Statement of Work and Detailed Budget mentioned previously, the Columbia Riverfront Gateway Project is technically and financially feasible. As supported by the Detailed Project Schedule and information regarding approvals, risks, and environmental permits provided below, this project is ready to move forward quickly and would be able to meet all local, state, and federal requirements by the September 30, 2026, obligation date should it receive RAISE funding.

## Project Schedule

The Detailed Project Schedule (a copy of which is attached to the application) contains a list of all project milestones and shows that the Columbia Riverfront Gateway Project will be completed in a timely manner. It demonstrates that all necessary pre-construction activities will be completed by September 30, 2026, that construction can begin quickly, and that funds will be spent steadily and expeditiously once construction starts. It allows enough float time to deal with unexpected delays without putting the funds at risk of expiring before they are obligated. (Utility needs such as water, sanitary sewer, storm drainage, electrical, communication, etc., necessary to support the project and associated development have been identified and are also included in the project.)

Pre-construction activities that have been completed already include:

- Boundary and topographical surveys
- Master planning
- Preliminary civil engineering
- Preliminary cost estimating
- Limited geotechnical and environmental investigations
- Zoning compliance and analysis of available utilities



## Required Approvals

Should it be funded, the *Columbia Riverfront Gateway Project* is ready to move forward quickly. No right-of-way and easement acquisitions are necessary for the traffic signal work along Huger Street because it is an existing roadway and the signal systems are currently operated by the City of Columbia. However, these activities will need to take place for Williams Street, the extension of Devine and Greene streets, and the creation of Gist Street. Preliminary discussions regarding acquisitions necessary prior to construction have begun (as reflected in the attached Letters of Support from affected landowners within the project area) and will be completed prior to the September 30, 2026, obligation date. Gist Street will require multiple permits; however, Columbia has had an initial site visit with SCDOT to discuss the extension underneath the Blossom Street Bridge and received favorable feedback. As discussed below, the City is prepared to begin the National Environmental Policy Act (NEPA) process, which would be completed well before the deadline, too. Design work would also conclude prior to that date. Consequently, RAISE Grant funding would allow work on the *Columbia Riverfront Gateway Project* to begin quickly. The majority of the requested funding would, therefore, be allocated for construction costs associated with the project.

## Environmental Permits and Reviews

The City of Columbia is experienced with all environmental and National Environmental Policy Act (NEPA) regulations/guidelines including, but not limited to, 23 Code of Federal Regulations (CFR) 771 and 40 CFR Parts 1500-1508. Therefore, the City understands the critical milestones in the NEPA process and has programmed those elements into the project's master schedule. As shown in the Detailed Project Schedule, the NEPA document will be completed and signed by all responsible parties prior to September 30, 2026.

The City has been involved in preparing and/or supporting a multitude of NEPA documents over the years. As with previous efforts, the City's Engineering Department will be the lead project manager working alongside a consultant to prepare the necessary documentation and complete the process. In anticipation of the RAISE Grant submittal, effort is already underway to determine the path forward and pull needed documentation together as it relates to this project in preparation of proceeding immediately upon award notification. The City anticipates a designation of a Categorical Exclusion based on the preparation of the preliminary design.

## State and Local Approvals

Additional legislative approvals (e.g., user fees, toll rates, etc.) are not applicable or necessary for this project. However, the *Columbia Riverfront Gateway Project* is broadly supported by local elected officials and the area's state and national legislators.

## Federal Transportation Requirements Affecting State and Local Planning

Because there has been no federal funding allocated to the *Columbia Riverfront Gateway Project* to date, it does not appear in the SC Statewide Transportation Improvement Program (STIP). However, the Central Midlands Council of Governments (CMCOG), in discussion with the SC Department of Transportation, has added the *Columbia Riverfront Gateway Project* to its Long-Range Transportation Plan (LRTP), which is the 25-year transportation vision for the metropolitan area. If federal funds are approved, it could be formally placed in the STIP. With RAISE Grant funding announcements anticipated in the summer of 2022, the *Columbia Riverfront Gateway Project*, if selected for funding, could be placed in the STIP well in advance of the obligation deadline.



## Assessment of Project Risks and Mitigation Strategies

Because the *Columbia Riverfront Gateway Project* is bordered by three streets that are main arteries for the City of Columbia (i.e., Huger, Gervais, Blossom), their heavy day-to-day usage and the location of existing businesses and utilities along these corridors need to be taken into consideration. Potential obstacles before, during, and after construction will need to be mitigated as much as possible. Methods to manage these obstacles have been proposed as follows:

### Environmental Issues

While there are no expected Recognized Environmental Concerns within this project's footprint, environmental site assessment and geotechnical investigations will be performed, to include records searches and on-ground inspections in an effort to mitigate risks from potentially hazardous materials.

### Utility Impacts and Issues

With the exception of the connection points to the existing corridors, there are no utilities along the project route that will require relocation. However, all of the utilities necessary to support the development that will occur as a result of the project are being planned for as part of this RAISE Grant submission to ensure this project results in development-ready parcels. The City of Columbia is the water and sanitary sewer provider to the site and will own the storm drainage installed as part of the project. In addition, coordination effort is already underway to include other necessary utility providers in the scope of the project so that a well-planned design and construction schedule is secured.

### Right-Of-Way Impacts and Issues

Preliminary discussions regarding acquisitions necessary prior to construction have begun (as reflected in the attached Letters of Support from affected landowners within the project area) and will be completed prior to the September 30, 2026, obligation date. The acquisition will proceed using the same methodology utilized for the previous phases of the Innovista Master Plan project mentioned previously (e.g., Greene Street Phase 1 and Phase 2). The property owners involved in acquisitions pertaining to this project are familiar with those guidelines and thus, the acquisition should proceed without delay once the exact location of the proposed roadway is designed, and limits are known.

### Work Zone Safety & Traffic Control

Due to the scope of the project, it is important to mitigate construction impacts to local businesses, traffic, pedestrians, etc., to minimize effects. Close communication with the City of Columbia and frequent communication with local residents will occur to address potential community issues before they are critical. Public information meetings will be held early to allow the public to weigh in on the scope of the project and the traffic control during construction operations. Traffic control plans will be detailed to minimize impacts to local vehicle and pedestrian traffic. Pedestrian traffic issues will be identified early on to allow continued access during construction, as well as implementing safe pathways during construction. Due to the high volume of traffic and issues surrounding construction requirements, no on-street parking will be allowed in work zones where there is active construction activity. Fortunately, construction activities will be primarily relegated to the undeveloped parcel of land within the project area; therefore, minimal inconveniences to the existing corridors during construction are anticipated.



# Benefit-Cost Analysis

A Benefit-Cost Analysis (BCA) was conducted for the *Columbia Riverfront Gateway Project* (a copy of which is attached to this application). Based on the results of this analysis, the benefits realized are 5.61 (NPV 7%).

The *Columbia Riverfront Gateway Project* is a transformative project focused on creating critical mobility connections through 70 undeveloped acres along the western edge of the City of Columbia, the Congaree River. The project will construct approximately 5,800 ft. of new roads; improve 1,500 ft. of existing roads; create 4,700 ft. of new sidewalks; add a ped/bike trail from the project area to Granby Park; provide 3 dual-port electric car charging stations, a parking area, and 2 bike share stations; and install “smart signals” along 5,750 ft. of roadway. The overall project will improve safety for all users and remove barriers for mobility across all modes—especially the most vulnerable of users who depend on pedal or feet power to move within Columbia. Beyond creating equitable access and enhanced safety, the project will also reduce congestion through the implementation of adaptive signals, which in turn improves the quality of life for adjacent residents and facility users, as well as reducing emissions through decreased congestion and further reliance of single occupancy vehicles. Additional benefits to overall watershed sustainability and enhancement to the Congaree River will also be realized with this project. The *Columbia Riverfront Gateway Project* will provide comprehensive benefits for the residents of the City of Columbia—benefits that not only strengthen the economic recovery but provide real transportation choices for those who need them.

## Background and Methodology

The BCA weighs the costs (capital and maintenance) and benefits (environmental protection, quality of life, economic competitiveness, safety, and state of good repair) that would accrue during the analysis period considered. This BCA includes the benefits and cost for the components of the proposed *Columbia Riverfront Gateway Project* that would be fully constructed should the RAISE grant be awarded to the City of Columbia. The analysis period was 26 years (Project Use Start + 20 years of operation – base years). All costs and benefits are presented in 2020 base year dollars. A 7% discount rate was used for all benefits and costs except the carbon benefits, which were discounted at 3% per year. The BCA for this project follows the principles documented in the USDOT *Benefit-Cost Analysis Guidance for Discretionary Grant Programs (2022)* and uses the recommended parameter values where applicable.

The following categories of benefits were considered in the BCA:

- **Safety:** The expected reduction in collisions and associated costs.

- **Travel Time Savings:** Includes reductions in travel time for all modes of transportation.
- **Environmental Sustainability:** Includes reductions in the following pollutants that impact air quality: CO<sub>2</sub>, NO<sub>x</sub>, SO<sub>2</sub>, and PM<sub>2.5</sub>.
- **Mode Shift:** Includes an analysis of the shift in mobility from cars to bike and pedestrian with a new network and connectivity improvement.
- **Health Benefits:** Includes the health benefits of increased physical activity and decreased healthcare costs from new users of the project.
- **State of Good Repair:** Includes reductions in roadway maintenance costs.

The individual benefits and costs were used to describe a total monetary benefit for each long-term outcome and for the project. Costs and benefits were also computed for near-term economic impacts. It should be noted that there are several benefits under each category that were not easily quantifiable. The RAISE narrative qualitatively describes these additional benefits that are not fully captured with the benefit cost analysis or documentation.



## **Safety Benefits: \$106,635,465.40**

The USDOT and the SCDOT support projects that predictably reduce the number, rate, and severity of surface transportation-related crashes, injuries, and fatalities among drivers. The quantitative safety measures of the *Columbia Riverfront Gateway Project* include a reduction in fatal, injury, and property damage only (PDO) crashes.

The anticipated injury and PDO crash reductions of the *Columbia Riverfront Gateway Project* are attributable to the reduction of conflicts between vehicles through the reduction of rear end collisions, collisions between vehicles and cyclists, and collisions between vehicles and pedestrians. The Crash Modification Factors (CMF) Clearinghouse provides information on the expected impact of a given countermeasure on the safety performance of a location based on statistically significant data from peer reviewed research papers for sites that received that countermeasure. Several applicable CMFs were included in this analysis. A CMF for the installation of adaptive signal control is 0.527. The CMF for the installation of high-visibility crosswalks is 0.60, and the CMF for roadway lighting and illumination is 0.68 for non-motorists.

The average annual number of injuries was broken down by severity to better estimate the anticipated benefits. The cumulative number of average annual injuries is reported on Tab B of the BCA Spreadsheet (a copy of which is attached to this application) along with the cumulative number of vehicles involved PDO crashes. The annual expected injuries avoided and property damage avoided for each year of the analysis were calculated using the current annual averages and the CMF factors listed on page 4 of the CMF Clearinghouse. The annual number of injuries avoided and the annual reduction in vehicles involved in PDO crashes are reported in Tab B as well. Finally, a cost associated with each injury or vehicle in a PDO crash was derived using guidance from the *RAISE Benefit-Cost Analysis Resource Guide* on the value of injuries based on severity of the crash. The resulting injury and PDO cost

savings are \$224,482,087 in total cost savings or \$106,635,465.40 in present dollars for the *Columbia Riverfront Gateway Project*.

## **Value of Travel Time Savings: \$14,610,606.47**

The value of travel time savings is vital to networks that provide increased connectivity throughout a corridor. The Columbia Riverfront Gateway Project is expected to provide a decrease in travel times along Huger Street, Gervais Street, and Blossom Street by increasing network connectivity and providing mode choice between key destinations within the Vista of Columbia. The proposed project will connect the following destinations: Granby Park, USC Baseball Stadium, EdVenture Children's Museum, SC State Museum, Riverfront Park, Saluda Riverwalk, and Riverbanks Zoo. These destinations represent locations for recreation and activity, but also represent places of employment. Furthermore, the network connectivity throughout the region is now enhanced with this missing link being added to the network.

The total travel time savings through the reduction of delays associated with the project is projected to be \$14,610,606.47 in present dollar value. This is calculated based on a savings of vehicle hours traveled against the AADT under no-build and build scenarios. Tab C in the BCA Spreadsheet provides a summary of the calculations.

## **Emissions Reduction Benefits: \$129,327.80**

The USDOT and the SCDOT support projects that promote environmental sustainability through improved energy efficiency, reduced dependence on oil, and reduced greenhouse gas emissions. The quantitative sustainability measures of the *Columbia Riverfront Gateway Project* include air quality impacts, water quality impacts, and fuel consumption impacts. The project is projected to lead to decreases in emissions of greenhouse gases and particulate matter, based on the decrease in idle emissions associated with carbon dioxide (CO<sub>2</sub>), sulfur dioxide (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), and



particulate matter (PM). (The decrease in VMT each year of the project life was previously described.)

The *Columbia Riverfront Gateway Project* will improve the overall operational efficiency of the corridor with the installation of adaptive signals; more importantly, it will provide a mode choice that produces no emissions. Through the implementation of the project, start up and idling for trucks and cars will be reduced. The reduction of idling and elimination of emissions are more impactful to emissions than a moving vehicle. The proposed design is configured to reduce the number of stops a vehicle must encounter as well as waiting for a movement, thereby reducing emissions and improving air quality. An idling emissions savings of \$139,909.42 is projected for passenger cars and \$52,471.08 for trucks, totaling \$192,380.50 in idling savings or \$129,327.80 in present dollars. Tab D in the BCA Spreadsheet details the calculations of the analysis.

### **Facility Amenities Benefits: \$1,211,431.30**

The quantitative sustainability measures of the *Columbia Riverfront Gateway Project* amenities have a long-term benefit on health and overall mobility. The project as currently envisioned will include amenities that will benefit not only the community from a recreation perspective, but also mobility between destinations for work. FHWA's *Benefit-Cost Analysis Guidance for Discretionary Grant Programs* (2022) provides guidance on the calculation of the total benefits associated with walking and cycling facility improvements and the induced demand that will result due to the construction of the facilities.

Approximately 300 pedestrians, 100 cyclists, and 89 annual trips per bike share dock were used in the calculation of the benefit cost. (This data was determined based on available open-source data for the City of Columbia as well as the City of Columbia's *Walk Bike Plan*.) The proposed *Columbia Riverfront Gateway Project* over the lifetime of

the project could expect approximate pedestrian benefits of \$1,682,317 and bicycle pedestrian benefits of \$867,910, totaling \$2,550,227 in total facility benefits, or \$1,211,431.30 in present dollars. Details of the calculations are contained in Tab E of the BCA Spreadsheet.

### **Health Benefits: \$272,511.54**

More people walking and biking can help to encourage increased physical activity levels for the community. This, in turn, can lead to an overall reduction in healthcare costs for the City of Columbia and the greater Midlands region. Within South Carolina, 33% of adults report little to no physical activity, which is one of the highest percentages in the southeast and the United States. The most popular activity among adults is walking. The City of Columbia Riverfront Gateway project will provide additional facilities to promote both walking and biking. Furthermore, through the elimination in gaps in the network with the proposed project, biking and walking trips can also facility mobility to destinations for work and recreation.

More than 1,965 new cycling trips and 11,252 induced pedestrian trips are estimated to be generated through the Columbia Riverfront Gateway Project. Through these induced trips, a pedestrian mortality reduction benefit of about \$175,849 and a cycling mortality reduction benefit of almost \$236,935 are projected. The combination of these reductions combines for a total benefit of approximately 412,784 or \$272,511.84 in present dollars. Details of the calculations are contained in Tab F of the BCA Spreadsheet.



## BCA Summary

The *Columbia Riverfront Gateway Project* is expected to positively impact the area and (as reflected in the table) have a high benefit-to-cost ratio.

<b>SUMMARY OF COSTS AND BENEFITS</b>	<b>ESTIMATED COST</b>
<b>Costs</b>	
Total Capital Expenditures	\$ (27,875,585.71)
Total Operations & Maintenance Costs	\$ (663,861.54)
Total Savings vs. No-Build Scenario	\$ 72,000.00
<u>Total Costs (2020 Dollars)</u>	<u>\$ (21,908,696.54)</u>
<b>Benefits</b>	
Safety Benefits	\$ 106,635,465.40
Travel Time Savings	\$ 14,610,606.47
Emissions Reductions	\$ 129,327.80
Pedestrian and Bicycle Facility Amenities	\$ 1,211,431.30
Health Benefits	\$ 272,511.54
<u>Total Benefits (2020 Dollars)</u>	<u>\$ 122,859,342.51</u>
<b>Benefit-Cost Ratio</b>	<b>5.61</b>





# Columbia Riverfront Gateway Project



CITY OF COLUMBIA  
1737 MAIN STREET  
COLUMBIA, SC 29201

May 1, 2023

Ms. Teresa Wilson, City Manager  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

Dear Ms. Wilson:

This letter is to confirm the amount of \$4,500,000 is available through the Richland County Transportation Penny Tax Program for the Columbia Riverfront Gateway Project. The project will provide much-needed connectivity, enhance vehicular movement in a high- traffic area, and enable economic development opportunities that will result in development opportunities along the riverfront that otherwise will not exist.

The Columbia Riverfront Gateway Project is the third phase of the Innovista Transportation Project partially funded through the Richland Penny. The first phase and the second phase of the project is complete. This fund along with others will allow the final phase of the project to move forward in a timely manner, bringing decades of regional planning to fruition, resulting in significant multi-modal safety enhancements and transformational development for Columbia and the region. At the completion of all phases of the Innovista Transportation Project, the Richland Penny will have invested approximately \$50 million dollars towards transportation enhancements in this area. Being able to use Richland Penny dollars as a match with other funds is a true demonstration of government working together for the benefit of the people.

The County is committed to utilizing the Penny Transportation Funding to work alongside partner agencies to maximize the use of available funding for the benefit of the community and looks forward to working with the City to make these funds available for the project.

Please let me know if you have any questions.

Respectfully Submitted,

Leonardo Brown, MBA, CPM  
Richland County Administrator

# Richland County Council Request for Action

**Subject:**

Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment

**Notes:**

May 23, 2023 – The Transportation Ad Hoc Committee recommended Council to approve the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	May 1, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<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>	Proposed Dirt Road Paving Ordinance Amendment		

**RECOMMENDED/REQUESTED ACTION:**

Transportation Department recommends the Paving Program proactively pursue and complete the paving of Richland County roads by removing the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is a \$20M balance remaining and additional funds already committed in designs. Chapter 21 allows for the active pursuit of the investment using condemnation as necessary.

*Applicable department/grant key and object codes:* Key code 13320302; object 530100

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Chapter 21 of County Ordinance and Title 28 Chapter 2, Eminent Domain Procedure Act of the State of South Carolina.

#### MOTION OF ORIGIN:

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

Staff reviewed Section 21-20 (attachment 1). The requested change removes the requirement that 25% or more of property owners may stop the paving selection of the road.

The requested amendment to ordinance will shift the priority to the larger number of residents who are requesting their dirt road to be paved rather than to the lower number of residents who have previously resisted the paving work in exchange for the required land. Staff recommends this amendment to be more inclusive and effective in cooperation with the Richland County Strategic Plan.

Staff reviewed Section 21-23 (attachment 2). This section does allow for condemnation and compensation based on the benefit: *"The county will not compensate property owners for rights-of-way on public works projects from which they directly benefit."* This aligns with the Horry County process presented to the Transportation Ad Hoc Committee in March. Properties with larger benefit than the land value are not compensated. Most of the compensations involved properties with little or no benefit. Staff indicates that the current ordinance supports this portion of the process as was presented.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Objective 4.3: Create excellent facilities

Objective 4.4: Provide equitable living and housing options

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The maintenance cost of dirt roads has been comparable but less than that of paved roads. In each case, a higher standard can be provided to County residents; however, the procurement/maintenance of equipment and staff training are two department operational strains.

Staff often measures fiscal implications using current practices. Following a review of maintenance costs, staff compares in-house staffing and equipment for dirt road maintenance to the contract price of resurfacing and other paved road contracts. However, as dirt road volume is reduced and paved roads become even more predominate, the County must increase its in-house staff's ability to work with paved roads. If the County can achieve a stronger dominance in this area, it will shift its training, equipment purchases, and hiring practices to fit the needs associated with paving. This will result in decreased pavement maintenance costs.

Besides the improvement and maintenance costs, there are measurable changes in the results following the paving of the dirt roads:

1. Improved quality of life as described by residents in the recent video on Robert James Road.
2. Improved emergency services response from Fire, EMS, and Sheriff's Dept.
3. Improved public services response from bussing, mail, DPW, and Utilities.
4. Improved property values of the surrounding private property.

5. Improved access for the residents and visitors.
6. Reduced fatigue on people and vehicles and reduced dust.
7. Sustainable drainage systems.

**ATTACHMENTS:**

1. Ordinance Section 21-20 Redline
2. Ordinance Section 21-23

## Attachment 1. 21-20 Ordinance Section Redline

**Sec. 21-20. Road paving program.**

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

(1) Only county maintained roads with recorded Easement and Right-of-Way Deeds will be paved utilizing public funds,

(2) All county maintained dirt roads are eligible for paving, and

(3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

(1) Name;

(2) County road number;

(3) Map location code;

(4) Beginning and ending points;

(5) Length in miles and hundredths of a mile; and

(6) Council district.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

(1) Number of homes accessed from the road;

(2) Number of businesses accessed from the road;

(3) Number of churches accessed from the road;

(4) Maintenance difficulty factor; and

(5) "Through road" factor.

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road's priority for paving will be established by the lowest cost per occupant, church, or business. Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{\text{Cost}}{H+B+C+T}$$

Where:

H = Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B = Number of points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C = Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.

L = Length of the road in miles and hundredths.

Cost = Estimated Cost (\$800,000 per mile x L).

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the county's jurisdiction and maintained by the county shall meet the design and construction standards contained in section 21-6, above.

(g) The Director of Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall, establish appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by county council district based on that district's portion of total county dirt road mileage. Pro rata fund distribution will be calculated as follows:

$$\text{District dirt road paving funds} = \frac{\text{Total dirt road paving funds} \times \text{district dirt road mileage}}{\text{Total dirt road mileage}}$$



Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

(1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:

a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.

c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.

d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

e) Roadway bases reinforced by the above method shall be overlaid with 1 Vi inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

(2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:

a) Triple Treatment Surface Course;

b) Rubberized Asphalt;

c) Milled Asphalt.

(3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.

(4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. **H**

~~twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

(j) *Design exceptions for dirt road paved surface widths less than eighteen (18) feet.*

Design exceptions for paved surface widths less than the minimum eighteen (18) feet may be considered for dirt roads, as follows:

- (1) The dirt road must be equal to or less than 1,000 feet in total length.
- (2) The road must be classified as low volume by traffic volume per the County Low Volume Design Manual dated November 2013 which equates to traffic volumes less than 400 vehicles per day.
- (3) The road must not be classified as a through road.
- (4) If a dirt road being considered for paving meets the criteria for design exception stated in paragraphs (j) (1), (2), and (3), above, then following steps must be taken before a design exception is approved:
  - (a) The Director of Transportation and the Director of Public Works shall take a scoping visit and conduct a design field review of the road to identify conflicts that may preclude installing a minimum paved surface width of eighteen (18) feet.
  - (b) Staff shall obtain and review crash data for the road by number and types of crashes, including fatal crash rate.
  - (c) A Design Exception Form shall be completed documenting the proposed design exception and the justifications therefore.
  - (d) Then, when he/she deems it appropriate, the Director of Transportation shall make a recommendation for a paved surface width design exception to the Director of Public Works. The Director of Public Works shall make the final determination of whether to approve the paved surface width design exception and shall maintain a record of all approvals and denials.
- (5) Regardless of the above, in no case shall a paved surface width be allowed less than fifteen (15) feet.
- (6) The Director of Transportation shall consider adding traffic calming measures to dirt road paving projects in conjunction with any approved design exception for roads that exceed 500 feet in total length.
- (7) The above design exception shall apply only to paved surface widths of dirt roads in limited circumstances and shall not allow for exceptions to any other design, asphalt, drainage, or construction standards.

(Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 011-09HR, § II, 2-17-09; Ord. No. 043-14HR, § II, 7-29-14; Ord. No. 047-15HR, § I, 10-20-15; Ord. No. 047-15HR, § I, 10-20-15)

Attachment 2. Condemnation/Compensation

Sec. 21-23. Condemnation/ compensation.

(a) In general, the county will not compensate property owners for easements or rights-of-way on public works projects from which they directly benefit. Exceptions may be made, however, when:

(1) Unusual circumstances make payment of a reasonable amount of compensation more economical than resorting to condemnation;

(2) Deadlines for completion of a project preclude the expenditure of time required for condemnation; or

(3) Compensation is awarded through the condemnation process.

(b) Condemnation of easements or rights-of-way on any county public works project shall require the prior approval of the county council. An appraisal of affected property parcels shall accompany a staff recommendation to county council for condemnation of property.

(Ord. No. 005-03HR, § I, 1-21-03)

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-23HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SUBSECTION (i); SO AS TO REMOVE SPECIFIC LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; subsection (i) is hereby amended to read as follows:

- (i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:
  - (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
    - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
    - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
    - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
    - d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

- e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:
    - a) Triple Treatment Surface Course;
    - b) Rubberized Asphalt;
    - c) Milled Asphalt.
  - (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.
  - (4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. ~~A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2023.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Overture Walker, Chairperson

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2023.

---

Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

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

## Richland County Council Request for Action

**Subject:**

Internal Auditor Position

**Notes:**

May 25, 2023 – The Employee Evaluation & Oversight Ad Hoc Committee recommended Council direct the Administrator to develop a job description for the Internal Auditor position. Council members are encouraged to provide feedback on the job description by September 12, 2023.

Senior Internal Auditor  
Mecklenburg County - Mecklenburg County, NC

## **JOB SPECIFIC INFORMATION**

Do you want to make a difference in the community? Mecklenburg County is seeking an experienced senior internal auditor who wants to work in a best practice, lifelong learning internal audit shop that offers a good work/life balance, generous training budget, and flexible work schedule.

We are a growing team of talented and passionate internal audit professionals, dedicated to ensuring internal controls adequately safeguard the critical assets of the organization that serves over 1 million county residents and 6,000 employees.

This collaborative role may act as lead auditor or be part of a team interacting with all levels of staff and executive management, conducting audits across the organization's 22 diverse departments.

## **POSITION SUMMARY**

The senior internal auditor performs internal audits, consultations, and occasional investigations evaluating internal controls over business risks, accountability, and compliance with federal, State, and local guidelines. Works under minimal supervision.

## **ESSENTIAL FUNCTIONS**

- Plans, budgets, and conducts multiple complex audits, investigations, and ad hoc reviews. Follows up to ensure recommendations are implemented
- Accurately assesses the risks and effectiveness of internal controls over key activities, e.g., processes, systems, programs, etc.
- Develops detailed audit plans and methods to accomplish audit objectives, including data collection techniques and research methods; determines data analysis, testing, and evaluation methods
- Documents all reports, workpapers, and communications in a clear, concise, and accurate manner
- Conducts research to determine necessary information to conduct audits and investigations to make value-added recommendations
- Often serves as project team leader with the responsibilities inherent to planning and executing an internal audit project, as well as mentoring staff
- Completes special projects and/or deliver presentations as requested
- Communicates and prepares reports on audit findings and makes recommendations designed to improve the effectiveness of internal controls, reliability of systems and information, and compliance with applicable laws and regulations

## **MINIMUM QUALIFICATIONS**



**Experience:** *Four years of auditing experience, with at least two years internal auditing experience. Strong working knowledge of internal auditing standards, procedures, techniques, and internal controls.*

**Education:** *Bachelor's degree in accounting, finance, business, or related field.*

**Equivalent Education for Experience Accepted?** *No*

**Computer Skills:** *Advanced proficiency with technology and software, e.g., Microsoft Office, flowcharting, audit management software, etc.*

**Licenses and Certifications:** *The Certified Internal Auditor (CIA) designation is required. If the incumbent does not have an existing CIA, he or she will be required to obtain one within three years of hire.*

## **PREFERRED QUALIFICATIONS**

- Excellent written and verbal communication skills
- Experience leading all phases of an audit
- Experience with risk-based audit methodologies and local government operations.
- Experience with ACL scripting and data analytics
- Professional designations such as Certified Internal Auditor, Certified Public Accountant, or Certified Fraud Examiner

## **KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of:

- Internal control systems, internal auditing standards, operational practices, and best practices specific to internal auditing
- Microsoft Office, flowcharting, and audit management software

Skills in:

- Leading complex audit or investigation projects
- Obtaining, preparing, and organizing information and data used in connection with audits and other internal audit activities
- Analyzing complex financial information
- Understanding and evaluating complex processes and internal controls
- Project management

Ability to:

- Strategic Work Relationships—Developing and using collaborative relationships to facilitate the accomplishment of the department's mission, goals, and objectives
- Decision Making—Identifying and understanding issues, problems, and opportunities; comparing data from different sources to draw conclusions; using effective approaches for

choosing a course of action or developing appropriate solutions; taking action that is consistent with available facts, constraints, and probable consequences

- Adaptability—Maintaining effectiveness when experiencing major changes in work responsibilities or environment; adjusting effectively to work within new work structures, processes, requirements, or cultures
- Plan and Organize – Coordinate and perform multiple tasks/projects simultaneously, balancing priorities and deliverables
- Communication—Clearly conveying information and ideas through a variety of media, both orally and in written format to individuals or groups in a manner that helps them understand the message
- Interpersonal Skills—Working independently and within a team environment to accomplish goals, lead projects, and mentor others

### **Internal Auditor responsibilities include:**

- Performing the full audit cycle including risk management and control management over operations' effectiveness, financial reliability and compliance with all applicable directives and regulations
- Determining internal audit scope and developing annual plans
- Obtaining, analyzing and evaluating accounting documentation, reports, data, flowcharts etc.

### **Job brief**

- We are looking for an objective Internal auditor to add value and improve our operations by bringing a systematic and disciplined approach to the effectiveness of risk management, control, and governance processes. The successful candidate will possess a thorough knowledge of accounting procedures and a sound judgement.

### **Responsibilities**

- Perform and control the full audit cycle including risk management and control management over operations' effectiveness, financial reliability and compliance with all applicable directives and regulations
- Determine internal audit scope and develop annual plans
- Obtain, analyze and evaluate accounting documentation, previous reports, data, flowcharts etc.
- Prepare and present reports that reflect audit's results and document process
- Act as an objective source of independent advice to ensure validity, legality and goal achievement
- Identify loopholes and recommend risk aversion measures and cost savings
- Maintain open communication with management and audit committee
- Document process and prepare audit findings memorandum
- Conduct follow up audits to monitor management's interventions
- Engage to continuous knowledge development regarding sector's rules, regulations, best practices, tools, techniques and performance standards

### **Requirements**

- Proven working experience as Internal Auditor or [Senior Auditor](#)
- Advanced computer skills on MS Office, accounting software and databases
- Ability to manipulate large amounts of data and to compile detailed reports
- Proven knowledge of auditing standards and procedures, laws, rules and regulations
- High attention to detail and excellent analytical skills
- Sound independent judgement
- BS degree in Accounting or Finance

## **Internal Auditor Job Description Template**

We are looking to hire an Internal Auditor with brilliant accounting and analytical skills. Internal Auditors are expected to be organized with brilliant problem-solving skills and constantly deliver on tight deadlines. You should have an outstanding aptitude for math, strong IT skills and superb communication skills.

To ensure success, Internal Auditors must be critical thinkers with a keen interest in improving an organization's internal control structure. Top candidates will have remarkable presentation and report writing skills, and display incredible business acumen.

### **Internal Auditor Responsibilities:**

- Identify and assess areas of significant business risk.
- Implement best audit and business practices in line with applicable internal audit statements.
- Manage resources and audit assignments.
- Identify and reduce all business and financial risks through effective implementation and monitoring of controls.
- Develop, implement and maintain internal audit policies and procedures in accordance with local and international best practice.
- Compile and implement the annual Internal Audit plan.
- Conduct ad hoc investigations into identified or reported risks.
- Oversee risk-based audits covering operational and financial processes.
- Ensure complete, accurate and timely audit information is reported to Management and/or Risk Committees.
- Overall supervision of planned annual audits.

### **Internal Auditor Requirements:**

- Degree in Internal Auditing, Financial Accounting or Financial Management (essential).
- Two years of work experience in an internal audit environment.
- Two years of Fraud Auditing experience.
- Accreditation with the Institute of Internal Auditors.
- Exceptional accounting skills.
- Analytical thinker with strong conceptual and problem-solving skills.
- Meticulous attention to detail with the ability to multi-task.
- Ability to work under pressure and meet deadlines.
- Ability to work independently and as part of a team.
- Excellent documentation, communication and IT skills.

<https://www.indeed.com/q-Internal-Auditor-jobs.html?vjk=414fa168bb3266ec&advn=9903975977002960>

Senior Internal Auditor  
[Ingevity](#) - North Charleston, SC

How you will impact Ingevity:

- Develop comprehensive best-in-class audit approach (policies, procedures, processes and flowcharts, controls and measures) responsive to financial, compliance and operational risks in accordance with COSO and Institute of Internal Audit professional standards for both domestic and international operations
- Plan, implement, coordinate and execute audit (internal and external) processes including defining the audit scope, testing to ensure adherence with established controls, and reporting known or possible deficiencies
- Perform annual risk assessment and alignment with the SOX Compliance Program
- Assist the Management SOX compliance department in assessing the tasks and documents pertaining to the administration of the SOX program - scheduling, communication, keeping custody of all pertinent documents such as plan, testing templates, results, assessment of management remediation support, and follow up
- Perform SOX testing for all locations, including documenting exceptions, identifying root causes for exceptions, and working with the management SOX Compliance Department and control owners to come up with corrective actions
- Monitor the completion of the agreed upon corrective actions by the control owners
- Prepare periodic summarized status updates to be presented to leadership
- Perform narrow scope controls audits to test compliance with policies and procedures
- Assist with any policies and procedures updates
- Assist with special SOX projects, such a process narrative documentation, process re-engineering, walkthroughs, etc.
- Assist with special Finance projects – new accounting standard implementation coordination, process improvements, etc.
- Coordinate with external auditors (PWC) to ensure minimal delays with completion of PWC testing
- Perform ad hoc management and Department requests

What you need to succeed:

- Bachelor's Degree in Accounting / Finance / Business, or related field
- Minimum 3 years public accounting, auditing, and testing SOX Compliance
- Willing to travel 30% of time, including international locations

Additional preferred qualification:

- CPA, or actively working toward Certification
- Strong understanding of SOX, and US GAAP
- Experience with auditing global operations, manufacturing sector (cost accounting)

- Highly proficient in Microsoft Office (especially Excel)
- SAP experience
- Good communication skills, both written and verbal
- Communication with control owners in person or over the phone, not just by email
- Strong organizational skills, ability to multi-task and work independently
- Self-starter who is results driven
- Strong analytical skills and detail oriented
- This position is eligible for relocation assistance.

Internal Auditor @ CO (2020 School Year)  
Rock Hill School District - Rock Hill, SC

## **INTERNAL AUDITOR**

### **Purpose Statement:**

Under the direction of the Chief Financial Officer, the Internal Auditor is to evaluate the adequacy and effectiveness of the internal control system and the quality of performance in carrying out assigned responsibilities. The Internal Auditor is responsible for conducting independent analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed. Internal audit work includes conducting performance, financial, and compliance audit projects.

The Internal Auditor reports to the Chief Financial Officer.

### **Essential Functions**

- Review the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
- Assists in identifying and evaluating the organization's risk areas and provides input to the development of the Annual Audit Plan for the purpose of developing and maintaining district-wide financial reliability and integrity and meeting the district's mission.
- Review and evaluate compliance with and the effectiveness of the internal control system and assist in maintaining efficient and effective internal controls.
- Analyzes data and develops reports on a timely basis for the purpose of informing staff and providing material that is useful in planning and evaluating processes.
- Analyzes policies, systems, laws, and procedures for the purpose of determining district compliance.
- Collaborates with and assists other district personnel for the purpose of assessing and evaluating the fidelity of services and/or programs in the district.
- Develops long and short range plans/programs including annual master schedule for evaluation of programs, departments, or processes on a district-wide basis for the purpose of ensuring that district resources are effectively scheduled and utilized.
- Performs audit procedures including identifying and defining issues, developing criteria, reviewing and analyzing evidence, conducting interviews, administers surveys, and documenting client processes and procedures for the purposes of affirming and/or correcting activities or processes.
- Prepares progress reports, activity reports, and recommendations for the purpose of providing up-to-date status of projects and activities and suggestions for corrective action, if applicable.
- Provides leadership and technical support for the purpose of designing, developing and maintaining an efficient auditing system and evaluating programs or activities.
- Serves as a technical resource to the Chief Financial Officer and staff for the purpose of providing information to meet the district's immediate and long-term needs.
- Assist in planning and conducting in-service activities in the audited areas for the purpose of conveying and/or receiving information and coordinating district activities.

- Participates in presentations, meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Maintains comprehensive and current knowledge of accounting principles, applicable laws, and regulations; maintains current information on new accounting principles, methods, trends, and advances in the accounting profession.
- Other duties as assigned.

## **Job Requirements: Minimum Qualifications**

### **Minimum Qualifications:**

Bachelor's degree in Accounting, Business Administration or related degree

Minimum of three years' experience in auditing, business analysis, or program evaluation with supervisory experience preferred

Effective public relation skills

Extensive computer experience required, especially with financial and/or business software

Knowledge of management information systems terminology, concepts and practices

Skill in conducting quality control reviews of audit work products

Skill in collecting and analyzing complex data, evaluating information and systems, and drawing logical conclusions

Skill in planning and project management, and in maintaining composure under pressure while meeting multiple deadlines

Skill in effective verbal and written communications, including active listening skills and skill in presenting observations and recommendations

### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to routinely upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating standard office equipment including utilizing pertinent software applications; efficiently planning and managing projects and programs; overseeing program financial activities; developing effective working relationships; conducting quality control of work products; collecting and analyzing complex data; communicating effectively with various publics; and preparing and maintaining accurate and timely records and reports.

KNOWLEDGE is required to perform advanced math and analysis, review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: application of pertinent laws, codes, policies, and/or regulations; development of highly technical report formats; management of information systems terminology, concepts, and practices; SC Code of Ethics and Institute of Internal Auditors; and use of specific software such as accounting software, etc.

ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment



using defined methods. Ability is also required to work with a significant diversity of individuals and/or groups; and work with data of varied types and/or purposes. In working with others, independent problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines, and problem solving with equipment is limited. Specific abilities required to satisfactorily perform the functions of the job include: providing leadership, direction, and team building; communicating with persons of varied educational backgrounds; establishing and maintaining effective working relationships with individuals from diverse professional backgrounds; working independently under time constraints to meet deadlines and schedules; organizing and communicating information and concepts; setting priorities; working as part of a team; analyzing situations and making accurate decisions; working with multiple projects; dealing with frequent interruptions and changing work priorities; working with detailed information/data and maintaining accurate records; maintaining confidentiality, meeting defined deadlines; and facilitating communication between persons with frequently divergent positions.

### **Responsibility**

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives and supervising the use of funds for multiple departments. Utilization of some resources from other work units may be required to perform the job's functions. There is some opportunity to impact the Organization's services.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 50% sitting, 25% walking, and 25% standing. This job is performed in a generally clean and healthy environment.

### **Experience**

Job related experience within specialized field is required. School district experience in accounting or auditing preferred. Must have three (3) years experience in auditing.

### **Education**

Bachelor's or Master's degree in job related area required.

# HUMAN RESOURCES OFFICE

## JOB OVERVIEW

**CLASSIFICATION TITLE:** County Auditor-Internal Auditor

**DEPARTMENT:** Auditor

**SUMMARY:**

The purpose of this position is to supervise and perform internal audits, consultations, and occasional investigations evaluating internal controls over business risks, accountability, and compliance with federal, State, and local guidelines. This position is also responsible to plan, direct and supervise the operations of the Auditor's Office charged with compiling the information that results in the levy of County personal property taxes, in compliance with applicable laws and policies.

## JOB DUTIES

**ESSENTIAL TASKS:**

The tasks listed below represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

Supervises the internal audit staff as well as the operation of the Auditor's Office through the assignment of workloads, establishing work schedules, and directing the duties of assigned staff; duties may include to coordinate activities, review staff work, allocate personnel, and select new employees. Maintains standards, address employee issues, and recommend employee promotions, transfers, disciplinary actions, discharge, and salary increases.

Plan, organize and direct all programs and activities of the Auditor's Office, ensuring compliance with all applicable policies, procedures, laws, and regulations.

Develop and implements short and long-range plans for office administration and operations. Evaluate the efficiency and effectiveness of office operations, programs, procedures, and resource management. Recommend and implement improvements as needed.

Accurately assesses the risks and effectiveness of internal controls over key activities, e.g., processes, systems, program, etc.

Plans, budgets, and conducts multiple complex audits, investigations, and ad hoc reviews. Follows up to ensure recommendations are implemented.

Develops detailed audit plans and methods to accomplish audit objectives, including data collection techniques and research methods; determines data analysis, testing, and evaluation methods.

Communicates and prepares reports on audit findings and makes recommendations designed to improve the effectiveness of internal controls, reliability of systems and information, and compliance with applicable laws and regulations.

Consult with County Manager and other officials to review department operations and activities, review and resolve problems, receive advice and direction, and provide recommendations.

Develops and administers the department budget, controls expenditures, and ensures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Compiles tax millage levies and oversees the preparation of tax notices. Maintains tax assessment records, compiles reports and provides tax information to the public.

Prepares, with the assistance of the Finance Department, monthly financial reports and presents them to the County Council Finance Committee.

#### **OTHER DUTIES:**

Provide adequate training and development of department staff. Review the work of subordinates for completeness and accuracy; assist subordinates with assigned duties and correct technical errors. Conduct research to determine the necessary information to conduct audits and investigations to make value-added recommendations. Document all reports, work papers, and communications in a clear, concise, and accurate manner. Complete special projects and/or deliver presentations as requested. Maintain knowledge of current and pending legislation affecting department policies and recommends changes in County policy and procedures as appropriate. Provide a variety of information to the public regarding the Auditor's Office procedures, policies, and methods; respond to technical questions regarding departmental activities and evaluate customer services being provided. Prepare lists of tax roll and corresponding levies, calculate assessment values of vehicles and other property, and maintain accurate and up-to-date tax assessment records. Maintain list of all property in tax increment financing districts and multi-county industrial parks and provide information regarding these properties. Compile data and prepare indexes and reports. Provide tax information to bond attorneys and prepares and provide periodic assessment reports as required. Process and submit Fee-in-Lieu of Taxes, Manufacturer Depreciation Reimbursement, and Homestead Reimbursement reports. Receive Department of Revenue certifications and prepares related tax bills; respond to Department of Revenue requests or inquiries. Respond to inquiries and provide documentation as required to external auditors. Performs related professional, administrative and supervisory duties as required.

### **QUALIFICATIONS**

#### **EDUCATION AND EXPERIENCE REQUIREMENTS:**

Completion of a bachelor's degree. Requires five years of experience.

#### **CERTIFICATIONS AND LICENSES:**

Certified Internal Auditor or Certified Public Accountant preferred. Valid state driver's license preferred. Must maintain any required state training.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of internal control systems, internal auditing standards, operational practices, and best practices specific to internal auditing. Knowledge in accounting and finance. Knowledge of South Carolina Code of Law as it relates to taxation and ability to interpret tax laws. Skill in leading complex audit or investigation projects. Skill in obtaining, preparing, and organizing information and data used in connection with audits and other internal audit activities. Skill in analyzing complex financial information. Skill in understanding and evaluating complex processes and internal controls. Skill in project management. Ability to develop and use collaborative relationships to facilitate the accomplishment of the department's mission, goals, and objectives. Ability to identify and understand issues, problems, and opportunities; comparing data from different sources to draw conclusions; using effective approaches for choosing a course of action or developing appropriate solutions; taking action that is consistent with available facts, constraints, and probable consequences. Ability to maintain effectiveness when experiencing major changes in work responsibilities or environment; adjusting effectively to work within new work structures, processes, requirements, or cultures. Ability to coordinate and perform multiple tasks/projects simultaneously, balancing priorities and deliverables. Ability to clearly convey information and ideas through a variety of media, both orally and in written format to individuals or groups in a manner that helps them understand the message. Ability to work within a team environment to accomplish goals, lead projects, and mentor others. Ability to analyze data and make appropriate decisions based on trends involving changes in policy, procedures, or methodologies. Knowledge of general office procedures. Skills in conflict resolution within the office and with customers. Supervisory skills and ability to

lead others. Motivational skills, and ability to offer constructive criticism. Ability to inspire team building, determine work procedures, assign duties, promote efficiency, and carrying out disciplinary actions.

## COMPLEXITY/SCOPE OF WORK

EXECUTIVE/MANAGERIAL: Work involves managing employees; planning, designing, or overseeing the implementation of organization projects or policies.

Perform professional or managerial work including advanced data analysis and synthesis.

Direct, manage, or lead others; may determine work procedures, assign duties, maintain harmonious relations, or promote efficiency; may develop and administer operational programs; or may write or present extremely complex papers and reports.

Communicate information among co-workers, customers, vendors, and management; or speak before professional and civic groups; may write complex articles and reports or develop presentations for specialized audiences; may read scientific or technical journals or reports.

Perform executive work involving the application of broad principles of professional management and leadership to new problems for which conventional solutions may or may not exist. Responsible for long-range goals, planning, and methodologies; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics.

## FINANCIAL AUTHORITY

Manage or administer budget within assigned department. Purchasing authority: the ability to purchase goods or services worth more than \$100 without securing approval from another authority or Financial Recommendations: the ability to make recommendations that impact resource allocation. Process purchase orders for department. Bill or reconcile records including departmental budget records and other related information.

## TOOLS AND EQUIPMENT USAGE

Use office machines such as copiers or calculators. Use computers for word processing, spreadsheets, PowerPoint presentations or custom applications. Use electronics or complex software, hardware, or network systems.

## PHYSICAL DEMANDS / WORK ENVIRONMENT

### PHYSICAL AND DEXTERITY REQUIREMENTS:

Requires work involving: sitting over 2/3 of the time; gripping or feeling with hands, reaching with hands and arms, and talking or hearing 1/3 to 2/3 of the time; and, standing, walking, and lifting up to 10 pounds less than 1/3 of the time.

### VISION REQUIREMENTS:

No special vision requirements.

### POTENTIAL ENVIRONMENTAL CONDITIONS/HAZARDS:

The job may risk exposure to indoor environment and potential for violence/physical altercations.

**SIGNATURES**

*I certify that this description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.*

\_\_\_\_\_  
**RVISOR** \_\_\_\_\_  
**DATE** **SUPE**

*I certify that this description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.*

\_\_\_\_\_  
**HUMAN RESOURCES** \_\_\_\_\_  
**DATE**

*I have read this description and understand the major responsibilities, requirements, and duties of this position.*

\_\_\_\_\_  
**EMPLOYEE** \_\_\_\_\_  
**DATE**

*York County is an equal opportunity/affirmative action employer committed to achieving excellence and strength through diversity. The County seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed. Americans with Disabilities Act (ADA) compliance requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.*

# Internal Auditor

The Internal Auditor's Office provides [County Council](#) with professional and independent evaluations of County activities. The Internal Auditor, who is appointed by and reports to County Council, assists all members of management by furnishing analyses, appraisals, recommendations and comments resulting from operational reviews of activities. The Internal Auditor provides County Council and the County [Administrator](#) with an oversight ability for financial and operational matters when an independent viewpoint is desired or required.

## Responsibilities

- Provide independent analyses of a wide variety of County financial and operational activities, including:
  - Fuel accountability
  - [Elected officials'](#) accountability
  - Department funds handling
  - County Detention Center inmate population
  - Council oversight of management actions
  - Accuracy of expenditures for General Obligation (GO) Bond and Certificate of Participation (COP) funds. GO bonds and COPs are debt instruments used to finance major expenditures and capital projects.
- Perform unannounced audits throughout Charleston County Government

## Frequently Asked Questions

### Q: How are internal audits scheduled?

A: County Council's Audit Committee approves an Annual Audit Plan for the Internal Auditor's Office. The Annual Audit Plan may be amended during the year at the direction of the County Council's Audit Committee. The Director of Internal Audit schedules the audits. Departments may also request assistance by submitting requests to the County Administrator.

### Q: Who gets the results of internal audits?

A: Normally, the audited management, a Deputy County Administrator (if applicable), the County Administrator, the Audit Committee and County Council receive the results. Copies of all audit reports are also provided to the County's [Legal](#) Department Attorney and the County's external auditors.

### Q: What is the difference between the County [Auditor](#) , the Internal Auditor and the External Auditor?

A: The County Auditor is an elected official whose primary responsibility is to keep the County's tax records of real and personal property and to calculate individual property taxes to be paid each year. The Internal Auditor is an official appointed by County Council who is responsible for developing and executing a comprehensive audit program for the evaluation of management controls over County activities. The External Auditor is an independent audit firm contracted through the procurement process and selected by County Council to express an opinion on the annual financial statements prepared by County management. An annual external audit is required of counties by state law.



**Department: Tax and Finance**

County	Job Title	Job Code	Hours	Staff Totals	Minimum	Maximum	Mid-Point	Avg or Actual	Percent Spread
Charleston	INTERNAL AUDITOR	1413	40.00	1	85,176	146,536	115,856		72%
Spartanburg	INTERNAL AUDITOR	1413	37.50	1	71,275	114,039	92,657		60%
York	INTERNAL AUDITOR	1413	40.00	1	79,889	111,845	95,867		40%
				<b>Average</b>	<b>78,780</b>	<b>124,140</b>	<b>101,460</b>		

Powered by ZoomGrants™ and

Richland County Government  
Administration

**FY24 Community Impact Grant Program**

Deadline: 00/00/2023

## Print Preview Prop

Jump to: [Application Questions](#) [Budget](#) [Required Attachments](#)

**\$ 0.00** Requested

**Additional Contacts**  
*none entered*

[printpreview@printpreview.com](mailto:printpreview@printpreview.com)

Tel: 888-867-5309

### Application Questions [top](#)

#### 1. Incorporation Date

*-no answer-*

#### 2. Mission Statement

*You may also include any long-range plans and goals for your agency as a whole.*

*-no answer-*

### Project Information

#### 3. Project Title

*-no answer-*

#### 4. Which District(s) is the geographic focus of this project?

*Please select all that apply, if focus is not countywide.*

- Countywide (All)
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- District 9
- District 10
- District 11

#### 5. Which impact area will your project serve?

*Please select all that apply.*

- Affordable Housing
- Education
- Recreation
- Health & Safety
- Workforce Development
- Food Insecurity



**6. Project Start Date**

*-no answer-*

**7. Project End Date**

*-no answer-*

**8. Total Project Cost**

*-no answer-*

**9. Total Amount Requested**

*-no answer-*

**10. Percentage of the Project Cost Requested**

*-no answer-*

**11. Organization Background**

*Include recent accomplishments and success with similar programs.*

*-no answer-*

**12. Project Description**

*Describe your project in terms of who, when, what, why and where.*

*-no answer-*

**Benefit to The Community**

13. Include number of persons served, demographics of the audience served and the geographic location of those served.

-no answer-

**Sustainability**

14. What efforts are being made to increase the sustainability of this project/program and decrease the reliance on County Community Impact Grant funds? Please describe detailed plans to sustain the project after one year of funding.

-no answer-

**Partnerships/Community Support**

15. Describe your partnership efforts with similar organizations in Richland County for this project that assist in furthering the mission of your organization (List names of partnering organizations if applicable):

Describe how your organization will work with others on this project.

-no answer-

**Outcomes**

16. Describe specific results of the program that you expect to achieve and evaluation practices that will be used to measure the success of the project/program.

-no answer-

17. Have you received any other Richland County grant funding for FY24? If so, please specify which grant program you were awarded.

Hospitality Tax, Accommodations Tax, ARPA

-no answer-

**Project Budget [top](#)**

Please be specific on various line items.

Expense Category	Community Impact Grant Request	Other Funds	In-Kind Donations	In-Kind Services	Total
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Income Sources	Amount	Pending	Received	Requested
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**Required Attachments [top](#)**

**Documents Requested \***

Required? **Attached Documents \***

Current organization operating budget for the last TWO years reflecting sources & amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.



IRS determination letter indicating the organization's 501 c 3 charitable status

Proof of current registration as a charity with the SC Secretary of State's Office

List of organization's current Board Members/Directors

Most recent 990 tax return or if you file a 990 post-card attach a financial report showing financial status

Richland County business license or business license assessment survey form (this form shows that a business license is not needed for your organization)

Organization W-9

Proof of Insurance- General Liability or WIC (required if there are 4 or more employees & payroll is greater than \$3,000)

*\* ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 124545

Become a [fan of ZoomGrants™](#) on Facebook  
Problems? Contact us at [Questions@ZoomGrants.com](mailto:Questions@ZoomGrants.com)  
©2002-2023 GrantAnalyst.com. All rights reserved.  
"ZoomGrants" and the ZoomGrants logo are trademarks of GrantAnalyst.com, LLC.  
[Logout](#) | [Browser](#)



## COMMUNITY IMPACT GRANT GUIDELINES

FY2024 (July 1, 2023 – June 30, 2024)

**Grant Cycle will open July 1, 2023**

**Application must be submitted in**

**ZoomGrants Grant Due Date: July 31, 2023**

**No later than 11:59 PM**

### PROGRAM DESCRIPTION

Pending budget approval, Richland County Council set aside \$1,780,000 of the General Operating Fund for the Community Impact Grant (CIG) Fund for fiscal year 2024. Sixty percent (\$1,068,000) of CIG funds will be allocated to identified Community Partners listed at the end of this document. Forty percent (\$712,000) will be allocated for competitive grants as described in this document. This program is designed to provide financial support to organizations and agencies that carry out community-based programs and/or services throughout Richland County. In keeping with the mission of Richland County Government, this program attempts to encourage organizations to continue to offer innovative and much needed services that enhance the quality of life for all citizens of this County.

### DISCRETIONARY GRANT TIMELINE

Request for Applications:	July - July 31, 2023
Application Due Date:	July 31, 2023, 11:59 pm
Community Impact Grant Committee Meeting	August, 2023 (Date TBA)
Grant Award Notifications:	Late September, 2023
Quarterly Reports:	Due by January 31, 2024, April 30, 2024 (if awarded)
Final Reports:	Due by July 31, 2024 (if awarded)

### PROGRAM ELIGIBILITY AND DESIGN

Organizations that are determined as charitable under Section 501(c)(3) of the Internal Revenue Code and nonprofit organizations registered as a charity with the Secretary of State. **Richland County will not award grants to individuals, fraternal organizations and organizations that support and/or endorse political campaigns.**

Religious organizations may receive funding; however, Richland County may not sponsor nor provide financial support to a religious organization in a manner which would actively involve it in a religious activity (i.e. public funds must not be used for a religious purpose). Thus, any funds provided must be solely utilized for secular purposes and the principal or primary goal of the sponsored activity must not be to advance religion.

The program fund is set up as follows

Sixty percent of the annual County allocation shall be distributed to Groups identified by Council as Community Partners. Community Partners must submit an annual application indicating the requested amount and proposed use of funds along with all other application data. Community partners are not eligible for competitive grant funding.

Forty percent of the annual County allocation shall be distributed based upon competitive grant applications.

Organizations can apply for funding up to \$50,000 for only one project. Projects that focus on multiple impact areas are only eligible for one grant. Organizations may only submit one application annually.

Grant recipient organizations may not re-grant or sub-grant County funds to other organizations. All funds must be spent on direct program expenditures by the organization who is granted the allocation.

### PROGRAM REQUIREMENTS

- Organizations must apply to be considered for funding each year.
- Organizations receiving Accommodation Tax or Hospitality Tax funds will not be considered for funding, unless waived by majority vote of Council.
- Richland County Council shall make all awards pursuant to this grant program.

*Community Impact Grant Fund Distribution*

### **PROGRAM CRITERIA (proposed request must address one of the following)**

- The activity meets service-type activities outlined in the organization’s mission, long-range plans, goals and objectives.
- The activity, in whole or in part, provides opportunities for underserved populations in Richland County.
- The activity provides solutions by way of systems or approaches that can prevent, mitigate or resolve individual, family, or community problems as outlined in the categories of the application.

### **THE PROGRAM WILL NOT FUND (however, not limited to):**

- Fundraising Projects
- Debt Reduction
- Endowment Development
- Medical Research/Health Related Issues
- Conference Travel
- Conference Underwriting or Sponsorship
- Gift Cards
- Regular budgeted operating expenditures
- Asset purchases

### **GRANT APPLICATION**

The grant application must be submitted in ZoomGrants through Richland County’s website. Make sure all fields are completed as incomplete applications will not be reviewed by the Committee. Contact the Grants Manager if you have any difficulties completing the application. Once complete, save a copy and print for your records.

If you cut and paste information from Word, make sure your information is not cut off. The application components are as follows:

- Mission Statement – Include the organization’s mission statement as found in your bylaws. You may also include any long-range plans and goals for your agency as a whole.
- Geographic information – what areas of Richland County will be the project focus.
- Project Impact Priority – Which County-wide strategic priority the project helps to accomplish
- Organization Background – Demonstration of recent accomplishments and success with programs similar to the one in your application.
- Project Description – This is the “meat” of the application where you describe your project – who, when, what, why and where.
- Benefit to the Community – Detail who is being served by your project, geographic location of your audience, how the project impacts the community.
- Sustainability – How will the program be sustained in years following any award from the County?
- Collaborative Partners/Efforts – Describe how your organization will work with others on this project. What are partner’s roles and are they on board?
- Outcomes – Share what result do you want to achieve and how will you measure success?

### **PROGRAM BUDGET**

A budget section is provided for you as part of the application. This section applies only to the project outlined in the application. Please note that all grant funds must be expended by the recipient organization. Re-granting or sub-granting of funds is not allowed.

Expenditures must be consistent with the application budget. Only goods and services that comply with the Discretionary Guidelines are permitted. The budget should reflect in financial terms the actual specific costs of achieving the objectives of the project(s) you propose in your application.

Amounts listed in the Community Impact Grant Request column should total the amount of funds requested in the application. Please make sure that all expenses in –Community Impact Grant column relate to the proposed project outlined in the Project Description.

Note that there are blank spaces in the budget section of the application to provide additional expense categories as all budgets are not the same. Feel free to use these additional blank expense spaces for other categories not listed. For example, your project may have a transportation component. You can add a budget category these types of expenses.

Under project revenues, list known and anticipated funding sources, including any that are pending. Also include any in-kind contributions under project revenues. This section shows the Committee if your organization or others are contributing to the project outlined in the application. Attach copies of pending grants documentation (grant award letters) in the documents section of the grant application.

Please do not include agency administrative costs or organizational overhead expenses in your grant budget. All expenses should directly relate to the project or program that is outlined in the application.

Budget Narrative (Grant Funds Only) - Please include a brief 1-2 sentence description for each category included in the program budget. Make sure expenses are reflected in the project description. For example:

Contractual – 2 consultants to work 10 hours at \$25/hour to conduct 5 financial training workshops

Program expenses - \$500 for financial training workshop curriculum, \$500 rental fee for training space

## APPLICATION PACKAGE

In order to be considered for funding, applicants must submit a complete application package for the –Community Impact grant program in ZoomGrants. Incomplete applications will not be considered. Complete applications include:

- 1) Completed and electronically initialed application. You can complete the application at:  
<https://zoomgrants.com/gprop.asp?donorid=2236>
  - Answer all questions and complete each section. “N/A” and “See Attached” are not valid responses.
  - Electronic Initials by board chair or the executive director is requested in ZoomGrants - If your organization does not have an Executive Director, please note this in the application.
- 2) Project Budget and Narrative (form included with the application)
- 3) Required Attachments:
  - Current organization operating budget for the last two years reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.
  - IRS determination letter indicating the organization’s 501 c 3 charitable status
  - Proof of current registration as a charity with the SC Secretary of State’s Office.
  - Current list of board of directors
  - Most recent 990 tax return. If you file a 990 post-card please also attach a financial report showing financial status.
  - Pending grant award documents such as grant award letters, emails or correspondence from the grantor.
  - Richland County business license or business license assessment survey form (this form shows that a business license is not needed for your organization).
  - Proof of Insurance: WIC (required if there are 4 or more employees and payroll exceeds \$3,000 and/or General Liability).

Attachments MUST be submitted in ZoomGrants along with the proposal in order to be considered complete.

## APPLICATION EVALUATION

Grant applications are reviewed by the Community Impact Grant Committee. The Committee will use the following evaluation criteria to evaluate applications and proposed projects. The individual factors are important in project evaluation, as they are an indication of the degree to which the proposed project will contribute to the citizens in Richland County. Make sure these factors are incorporated into your application. These factors, with their corresponding point values, are:

### Project Summary: (Up to 35 Points)

- Does the proposal state an objective and does the objective fit the mission and long-range plans, goals and objectives of the organization?
- Does the proposal provide a strong sense of need for the project/program and does it state what the funds will be used for?

- Does the proposal address who will be served and how many?
- Does the proposal state what will be the benefit to persons served?
- Does the proposal state a targeted underserved population?
- Does the proposal provide a program to prevent, mitigate or resolve individual, family, or community problems?
- Does the proposal state how the program will be evaluated once completed?

**Project Impact: (Up to 30 Points)**

- Is the proposal clear about how the project will work?
- Is there a timeframe outlined in the proposal; is the project ready to start?
- Are all aspects of the project feasible?
- Does the project provide a solution for the identified problem?
- Is the project innovative and provides solutions to problem?

**Organization Background: (Up to 20 Points)**

- Historical or current program experience indicated.
- Historical experience with targeted population addressed.
- Evidence of other successful experience relevant to the success of this proposal.
- Evidence of capable staff to carry out program/project.
- Does organization history indicate collaborative efforts with other entities?

**Budget: (Up to 15 Points)**

- Is the budget detailed and understandable?
- Is there another confirmed source of revenue to assist with this project/program?
- Is the project cost reasonable?
- Does budget incorporate any in-kind cost participation?
- Does the budget expense detail section include detailed cost calculation data (e.g., specific cost/quantity for personnel, supplies, travel) and information showing how County grant funds will be spent?

**DEADLINE**

Richland County will accept proposals in ZoomGrants starting Saturday, July 1, 2023. These applications are available at <https://zoomgrants.com/gprop.asp?donorid=2236>. Applications are due Monday, July 31, 2023 at 11:59 P.M. Proposals received after this date and time will not be considered. Fax and email transmissions will not be accepted.

**AWARD NOTIFICATION**

The Grants Manager will notify all applicant organizations of the funding outcome in writing in September, 2023. Awards will be available for reimbursement beginning October, 2023. Final reports for the previous fiscal year, if applicable, must be received before payments are released. Non-compliance in all reporting periods may disqualify applicants for future funding opportunities until an applicant is fully compliant.

**REPORTING REQUIREMENTS**

Richland County requires grantees to complete quarterly reports as outlined above during the award period. At the completion of the grant funded project, Richland County requires grantees to complete a final report for Community Impact Grant funds. Grantees are required to show proof of grant expenditures (invoices and proof of payment). Grantees are asked to report on attendance/impact numbers, program success or failure as well as the impact on Richland County. Each grantee will receive a copy of or a link to the reporting documents with their award packet and reports will also be sent via email.

Grantees must acknowledge the receipt of Community Impact funding by including the Richland County Government logo, or by listing “Funding Provided by Richland County Government” on program/project advertising, marketing and promotional materials, website or in the organization’s annual report. Examples of this must be included in your final report.

## **FREEDOM OF INFORMATION ACT NOTICE**

Please be advised that all materials submitted on behalf of the Community Impact Grant Funds program are subject to disclosure based on the Freedom of Information Act (FOIA).

- No person, based on race, color, national origin, religion, age, sex, ancestry, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, veteran status, military discharge status, citizenship status or reprisal or retaliation for prior civil rights activity should be excluded from participation in be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Discretionary grant funds.
- Employment made by or resulting from Community Impact Grant funding shall not discriminate against any employee or applicant on the basis on race, color, national origin, religion, age, sex, ancestry, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, veteran status, military discharge status, citizenship status or reprisal or retaliation for prior civil rights of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Community Impact Grant funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

## **QUESTIONS**

Please call Ms. Matiah Pough, Grants Manager at (803)576-5459 or email [Pough.Matiah@richlandcountysc.gov](mailto:Pough.Matiah@richlandcountysc.gov).

## **FY 2024 COMMUNITY PARTNERS**

1. Senior Resources
2. MIRCI
3. Community Relations Council
4. Palmetto AIDS Life Support
5. Columbia Chamber of Commerce (BRAC)
6. Transitions Homeless Center
7. Columbia Urban League
8. Oliver Gospel Mission
9. Pathways to Healing





## **REQUEST OF ACTION**

**Subject:** FY23 - District 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$6,150** for District 6.

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

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY23, Regular Council Meeting – June 7, 2022:** Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$332,400
Carolina Therapeutic Riding	\$ 6,150
<b>Total Allocation</b>	<b>\$ 6,150</b>
<b>Remaining FY2023 Balance</b>	<b>\$408,675</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022

**D. Alternatives**

1. Consider the request and approve the allocation.
  
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY23 - District 11 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$24,000** for District 11.

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

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY23, Regular Council Meeting – June 7, 2022:** Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$171,102
Kingville Historical Foundation	\$ 1,000
Town of Eastover	\$ 13,000
SC Philharmonic	\$ 5,000
Columbia Classical Ballet	\$ 5,000
<b>Total Allocation</b>	<b>\$ 24,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$184,527</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.