

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, NOVEMBER 09, 2021

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

November 09, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
 - a. Roll Call
2. **INVOCATION** The Honorable Overture Walker
3. **PLEDGE OF ALLEGIANCE** The Honorable Overture Walker
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Regular Session: October 19, 2021 [**PAGES 11-22**]
 - b. Zoning Public Hearing: October 26, 2021 [**PAGES 23-25**]
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **PRESENTATION OF RESOLUTION**
 - a. Resolution recognizing Chris Cowan for his service to Richland County
7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

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

9. CITIZEN'S 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.)

10. REPORT OF THE COUNTY ADMINISTRATOR [PAGES 26-30]

Leonardo Brown,
County Administrator

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

11. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley, Interim
Clerk of Council

- a. Proposed Council Retreat Locations:
 - a. Martin Luther King Park
 - b. Hamilton-Owens Field
 - c. Pinewood Lake Park
 - d. Liberty Tap Room
 - e. Blue Marlin Restaurant
 - f. Segra Park
 - g. Charleston/North Charleston
 - h. Greenville
- b. Reminder of Upcoming Council Meetings:
 - a. Monday, November 15: Strategic Planning Retreat, 9:00 AM - 5:00 PM, Graduate Inn @ USC, 1619 Pendelton Street
 - b. Tuesday, November 16: Rules and Appointments Committee, 4:00 PM; Economic Development Committee, 5:00 PM; and Regular Session, 6:00 PM
 - c. Thursday, November 18: Transportation Ad Hoc Committee, 4:00 PM; Development and Services Committee, 5:00 PM; Administration and Finance Committee, 6:00 PM; and Zoning Public Hearing, 7:00 PM

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds, providing for the disposition of the proceeds of the bonds and the payment of the bonds, and other related matters
- b. An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation
- c. An Ordinance Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development
- d. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; Section 2-612, Same-Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors
- e. 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 Avantech, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

14. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds, providing for the disposition of the proceeds of the bonds and the payment of the bonds, and other related matters [THIRD READING] [PAGES 31-55]
- b. An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation [THIRD READING] [PAGES 56-75]
- c. 21-033MA

Charles Eleazer
RU to GC (3.23 Acres)
S/E Rauch Metz Road
TMS # R02500-07-36 [SECOND READING] [PAGES 76-77]

- d. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Mr. Outlaw – 726 Maryland Street) [FIRST READING] [PAGES 78-93]
- e. RCSD School Supply/Backpack Grant Approval [PAGES 94-97]
- f. RCSD Midlands Gang Task Force Grant [PAGES 98-105]
- g. Economic Development - Funding for the repaving of Mauney Drive from the County Transportation Committee(CTC) [PAGES 106-121]
- h. Utilities Department - Quail Creek Collection System Rehabilitation [PAGES 122-127]
- i. Utilities Department - Rabbit Run Sewer Line –Southeast Sewer Project Flow Increase [PAGES 128-134]
- j. Utilities Department - Request for Approval of willingness to serve letter for the Point at Chestnut Plantation Development (TMS # R05211-01-01) [PAGES 135-140]
- k. Community Planning & Development - TetraTech Change Order 14 [PAGES 141-173]
- l. Government & Community Services - "Seeds to Engage" Small Business Grant Program [PAGES 174-179]

15. THIRD READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; Section 2-612, Same--Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors [PAGES 180-182]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Avantech, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 183-215]

16. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

The Honorable Bill Malinowski

- a. Department of Public Works – Solid Waste & Recycling Division - Residential Curbside Collection Services, Area 1 – Contract Award recommendation [PAGES 216-220]

17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Carolina Pines Industrial I, LLC; identifying the project; and other matters related thereto [PAGES 221-222]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 223-256]

18. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

The Honorable Gretchen Barron

- a. HVAC and Ventilation System [PAGES 257-265]
- b. Utilities Delinquent Receivable [PAGES 266-268]

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Three Rivers Greenway Phase II Funding [PAGES 269-277]

20. OTHER ITEMS

The Honorable Paul Livingston

- a. An Emergency Ordinance extending previous emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant [PAGES 278-280]
- b. FY22 - District 3 Hospitality Tax Allocations [PAGES 281-282]
- c. FY22 - District 10 Hospitality Tax Allocations [PAGES 283-284]
- d. A Resolution to appoint and commission Stephen Staley, Shirani Fuller, and Richard Player as Code Enforcement officers for the proper security, general welfare, and convenience of Richland County [PAGE 285]
- e. A Resolution to appoint and commission Yvonne Belton Gilliam as a Code Enforcement Officer for the proper

security, general welfare, and convenience of Richland County [PAGE 286]

- f. A Resolution to appoint and commission Felicia Rowana Pringle as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 287]
- g. A Resolution to appoint and commission Angie Renee Cooper as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 288]
- h. South Carolina Rural Water Association (SCRWA) Voting Delegate Approval [PAGE 289-293]

21. EXECUTIVE SESSION

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

22. MOTION PERIOD

23. ADJOURNMENT



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



Richland County Council
Regular Session
October 19, 2021 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dale Welch, Justin Landy, Leonardo Brown, John Thompson, Aric Jensen, Elizabeth McLean, Bill Davis, Michael Maloney, James Hayes, Zachary Cavanaugh, David Bertolini, Geo Price and Brian Crooks

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Jesica Mackey
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Jesica Mackey
4. **PRESENTATION OF RESOLUTIONS** – Ms. Newton requested to add a resolution honoring James Hayes.

Mr. Livingston requested to make Item 4(b) “...the 175th Homecoming Celebration of Main Street United Methodist Church” a resolution from Council instead of a proclamation.

Ms. Barron noted that Chief Chris Cowan was unable to attend tonight’s meeting.

- a. **Resolution recognizing Chris Cowan for his service to Richland County**
- b. **A Proclamation recognizing the 175th Homecoming Celebration of Main Street United Methodist Church**
- c. **A Proclamation Recognizing Director James Hayes for his 17 years at Richland County** – Ms. English and Ms. Newton presented the proclamation to James Hayes.

APPROVAL OF MINUTES

5. a. **Regular Session: October 5, 2021** – Mr. Pugh requested the minutes be corrected to reflect he recused himself on Item 18(d) “Mitigation Credit Sales – Encompass Health Rehabilitation Hospital” instead of abstained.

Mr. Malinowski noted the heading of the minutes should read October 5th instead of September 21st.

Ms. Newton noted her vote on Item 18(a) “Clemson Rd. Sidewalk Phase I Contingency” should have been in favor.

Regular Session
October 19, 2021

Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as amended.

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

Not Present: J. Walker

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Mr. O. Walker, to adopt the agenda as amended.

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

Not Present: J. Walker

The vote in favor was unanimous.

7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** - Ms. McLean stated the following items were appropriate for Executive Session:

a. **Convention Center MOU**

b. **Personnel Matter: Grievance Reviews and Recommendations**

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

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 Council went into Executive Session at approximately 6:23 PM
And came out at approximately 7:13 PM***

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

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

Not Present: J. Walker

The vote in favor was unanimous.

a. **Convention Center MOU** – Mr. Malinowski moved, seconded by Ms. Newton, to allow the Administrator to move forward with due diligence, as discussed in Executive Session.

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

The vote in favor was unanimous.

**Regular Session
October 19, 2021**

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8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

- a. **Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)** – Mr. Allen Hutto spoke regarding moratoriums.

Ms. Katie Bolden spoke regarding the Detention Center.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

a. **Coronavirus Update**

- Incident rates are coming down, but the County is still considered to be in the high tier
- 55.9% of Richland County eligible residents have completed their vaccination
- 53.5% of South Carolina eligible residents have completed their vaccination
- Details regarding eligibility for the booster shot can be found in the Council agenda.
- The County has approved approximately \$4,986,000 of ERA(2) funds, which has assisted 898 applicants
- Treasury is accepting applications from those that expended their allocation of ERA funding
- The County plans to request an additional \$12.5M in ERA funding

Mr. Brown stated, "Periodically, Treasury will determine if there are sufficient funding requests from Grantees serving jurisdictions with demonstrated needs to warrant the disbursement of reallocated funds." The Treasury is going to go through an evaluation to determine who will receive the reallocated funding. In addition, they will try to reallocate funding within the State first, before they go out of State.

Ms. Newton inquired if the County is at a point where we can assist households still in need, but are over the 50% AMI.

Mr. Brown responded the County does not have enough funding to assist applicants over the 50% AMI. He noted, because of the dwindling funds, we have had to change the tier to 30% AMI.

Ms. Barron requested a breakdown of landlords and individuals who received assistance.

Mr. Brown responded, in order for a landlord to receive funding, the tenant has to make application. The Treasury does not allow the landlord to apply on behalf of the tenant.

Ms. Terracio inquired when the process for additional funding would begin, and how long will it take to receive the funding.

Mr. Brown responded he is not able to provide an answer. He noted they have already engaged the Treasury and let them know we intend to request additional funding.

Ms. Terracio inquired when the County started ERA(1) and ERA(2).

Mr. Brown responded ERA(1) started in May and ERA (2) in September.

Mr. Livingston inquired who do the funds go to, the landlord or the tenant.

Mr. Brown responded the funds can go to the tenant, the utility company or the landlord. If the landlord does not participate in the program, then the funds go to the tenant.

Mr. Livingston inquired if the funds could be given to the tenant, and the tenant not pay the landlord.

Mr. Brown responded in the affirmative. The Treasury wanted to put the funds in the hands of the renters. This is not a Richland County process.

Ms. McBride noted if the tenant chooses not to pay the landlord, then they could potentially be evicted for non-payment.

ERAP(1) Funding:

- Over 14,000 applications initiated
- 6,961 applications submitted
- 2,004 applications approved
- 83.4%/1671 applicants were within the 50% AMI or less ratio
- 83.8%/1680 applicants were African American
- 31.2%/625 applicants were within the 31 – 40 age range
- 73.4%/1471 applicants were female

Mr. Malinowski noted not all of the zip codes are included on breakdown.

Mr. Brown stated there are three different breakdowns; therefore, there may not have been information for a particular zip code.

Ms. McBride stated there are many more people in need, since Richland County has a high poverty rate, particularly for African Americans.

Mr. Brown noted there are already 6,002 applicants for ERA(2), and there is not enough funding to cover all of them. He recommended the County stop taking applications because people are going to have a mindset that there is going to be available funding, and we may not be able to provide for everyone's needs.

Mr. O. Walker inquired if staff follows up when they notice applicants initiate the application, but do not follow through.

Mr. Brown stated having staff reach all of those individuals is an issue. The individuals that have incomplete applications are contacted about items that are missing. Library staff, internal staff and the contractor are a part of the process.

Mr. O. Walker inquired about the predominant reason applications are initiated, but are not completed.

Mr. Brown responded some of it is technologic access and the other is documentation. The Treasury allows for some self-attestation, but there is still a need for additional documentation.

Ms. Barron inquired if the Administrator needs a motion to discontinue acceptance of applications. Mr. Brown responded, at this point, the volume of applications we received, not including the ones

that are incomplete, far outstrip the funding we have, and potentially the funding we could receive. He does not want citizens to hang their hopes on receiving funds.

Ms. Barron inquired if Mr. Brown has a plan in place on how to address this moving forward.

Mr. Brown responded the County would communicate via messaging on the website and with the same outlets we utilized to inform the public of the funding available.

b. Project Updates

- Health Care Benefits Overview – Request Councilmember Involvement
- Staff Augmentation – Vacancy Breakdown and Analysis will be coming back to Council
- Strategic Planning –October 26th Strategic Planning Ad Hoc Committee meeting and November 15th Strategic Planning Retreat
- Public Safety Complex – Architect contract has been signed. There will be follow-up meetings on October 20th and 22nd. Currently evaluating the Construction Manager at-Risk applicants.

Ms. Mackey noted the Construction Manager at Risk will be doing outreach to engage small, local, minority businesses. She inquired about the timeline, and is there any requirement for participation.

Mr. Brown responded they do not have a particular number in mind, but the County has a minimum target.

- Department of Social Services Relocation – DSS has provided information the County is utilizing to determine what it will take to get them into a more adequate space at the Columbia Place Mall.
- American Rescue Plan Funding – At this point, there is approximately \$61M remaining.
- Redistricting Process – There was a benchmark report released by the South Carolina Revenue and Fiscal Affairs. The target goal for Council districts is 37,380 persons, per district. Council members will be meeting with Betty Etheredge to look at their individual districts. There is an RFP, which closes October 20th, for a consultant to assist with the process and to validate information.

Mr. Livingston noted there is a 10% variance in the number of residents for each district. He inquired if there is a State mandated date for this to be completed.

Ms. McLean responded there is no deadline. The redistricting needs to be completed so people will be able to apply to run for office.

Mr. Brown stated the filing deadline will be utilized as the benchmark.

11. REPORT OF THE INTERIM CLERK OF COUNCIL

- a. 2022 Council Retreat Location Update** – Ms. Onley noted the dates the Council Retreat is historically held is unavailable at the Township Auditorium, which is the only location provided to the Clerk’s Office. Any alternate location suggestions should be forwarded to the Clerk’s Office.

Ms. Mackey inquired if we can provide additional locations for Retreat.

Ms. Onley responded in the affirmative.

Mr. Malinowski moved to provide the Clerk's Office their preferred dates to utilize the Township for the 2022 Council Retreat.

The motion died for lack of a second.

- b. **Sponsorship Opportunity: Jazz at Lincoln Center Orchestra with Wynton Marsalis "Big Band Holidays", December 9-10, 2021** – Ms. Onley will forward the information out to Council.

12. **REPORT OF THE CHAIR** – The Chair did not have a report.

13. **APPROVAL OF CONSENT ITEMS**

- a. **21-022MA, Frank McMaster, RU to GC (8.76 Acres), Barbara Drive, TMS # R17109-02-06 [THIRD READING]**
- b. **21-025MA, Matthew Condon, RU to RM-HD (5.94 Acres) 9569 & 9579 Farrow Road, TMS # R17400-09-05, 06 & 07 [THIRD READING]**
- c. **21-027MA, Chip Goforth, RU to RC (3.35 Acres), 7742 Bluff Road, TMS # R32403-02-04 & 05 [THIRD READING]**
- d. **Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the bonds, providing for the disposition of the proceeds of the bonds and payment of the bonds, and other related matters [SECOND READING]**
- e. **An Ordinance making certain changes to Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation [SECOND READING]**

Ms. Newton moved, seconded by Ms. Barron, to approve the Consent Items.

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

Not Present: J. Walker

The vote in favor was unanimous.

14. **SECOND READING ITEMS**

- a. **An Ordinance Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development** – Ms. McBride moved, seconded by Ms. Mackey, to approve this item.

Mr. Malinowski noted he does not see any of the comments provided by Councilmembers during the work sessions reflected in the document. The only reflected changes are from the Planning

Commission. He believes there should be language included in the Code that addresses historic districts (i.e. Olympia). In addition, he does not understand how we can put a moratorium in effect on October 1, 2021, and it remains in effect until May 2, 2022.

Ms. Terracio requested assurance that the historic districts will be dealt with before this ordinance is given 2nd Reading. Also, she has not heard about giving the public more of a chance to come in and speak to us.

Ms. Newton stated she was in agreement with having more input from the public.

Ms. Barron noted one of her 78-year old constituents is concerned about the Land Development Code Rewrite; however, she does not feel comfortable coming to a public setting. She would like for us to offer a virtual meeting opportunity for the citizens to engage.

Mr. O. Walker requested staff address the moratorium.

Mr. Crooks stated staff felt the moratorium was appropriate, as we go through the rewrite process. As we are going through the text, if we have a map out there, it ultimately affects the way the map looks. Similarly, if we are providing this notice to the public, at what point do we go through the process. Do we do it one, two or three times? He noted people will still build and develop, they just cannot request a different zoning.

Mr. Malinowski stated he does not understand when we say, “an individual can come in and ask for a zoning change, as long as it is not a change other than what their current zoning is.”

Mr. Crooks stated, in terms of the moratorium language, you cannot do map amendment requests for what the current zoning is. Once the new code is adopted, you cannot request a “RS-LD” because at point that would no longer exist. Going forward, map amendments can only be requested for the zoning districts in play at that time.

Mr. Malinowski noted, as of right now, he cannot go from “RU” to “RS-LD” because that is the old system. Therefore, he is frozen out of doing anything until May 2022. He inquired how that is not impunitive to developers, or the seller of the property.

Mr. Crooks responded that was not a question he could address.

Mr. Malinowski stated he does not understand why within 90 days of adoption of this ordinance the County will mail written notice to all real property owners. It seems the proper method would be to notify people first. These notices should have been sent out with the last tax notices.

Mr. Crooks stated the notices are in reference to the remapping process. At this point, the only thing that would have been changed would be the text.

Mr. Malinowski inquired why we do not get the input from the citizens first, and then do the text.

Mr. Malinowski made a substitute motion, seconded by Ms. Terracio, to defer this item until the first meeting in December.

In Favor: Malinowski

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

Not Present: J. Walker

The motion for deferral failed.

Ms. Newton stated she is in favor of the moratorium, and willing to discuss. There are a lot of challenges with the current Land Development Code that the new Land Development Code addresses. Allowing people to rezone properties with the old designation is not something she sees is in the best interest of the County.

Ms. Mackey noted she requested a report that summarized all of the public engagement and outreach efforts surrounding the code rewrite. She stated there were ample opportunities, whether it was virtual or in-person. Staff also offered one-on-one meetings.

Ms. Terracio inquired when an additional public hearing could be held.

Mr. Crooks responded, since we have already had a public hearing, there would not be any additional requirements for noticing the hearing.

Ms. Terracio moved, seconded by Mr. Malinowski, to schedule an additional public hearing prior to 3rd Reading of this item.

Mr. Price suggested holding the public hearing at a regularly schedule Council meeting to allow the citizens ample time to speak.

Ms. Terracio withdrew her motion.

Ms. Terracio made a substitute motion, seconded by Ms. Barron, to hold an additional public hearing at the November 9th Special Called Meeting.

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

Opposed: McBride

Not Present: J. Walker

The vote was in favor of holding an additional public hearing at the November 9th Special Called Meeting.

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

Opposed: Malinowski, Terracio and Newton

Not Present: J. Walker

The vote was in favor.

- b. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing, Division 2, Competitive Purchasing Policy; Section 2-162. Same-**

Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors

- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement, and amendment of that certain existing fee-in-lieu of ad valorem agreement, by and between Richland County, South Carolina and Project Tide; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters**

- d. **An Ordinance authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Remedy to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters**

Ms. Newton moved, seconded by Ms. Mackey, to approve Item 14(b).

Mr. Malinowski made a substitute motion, seconded by Ms. Barron, to approve Items 14(b), (c), and (d).

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

Not Present: J. Walker

The vote in favor was unanimous.

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

a. **NOTIFICATION OF VACANCIES**

- 1. **Accommodations Tax – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background and ONE applicant will fill an At-Large seat)**

- 2. **Airport Commission – One (1) Vacancy (The applicant must reside within one mile of the airport: Rosewood, Shandon, or Hollywood-Rose Wales Garden neighborhoods)**

- 3. **Board of Assessment Appeals – One (1) Vacancy**

- 4. **Board of Zoning Appeals – Two (2) Vacancies**

- 5. **Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, and TWO from the Fire Industry, as alternates)**

- 6. **Business Service Center – Two (2) Vacancies (ONE applicant must be from the Business Industry and ONE applicant must be a CPA)**

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7. Central Midlands Council of Governments - One (1) Vacancy
8. Community Relations Council - One (1) Vacancy
9. Employee Grievance Committee - Two (2) Vacancies (Must be a Richland County employee; ONE seat is an alternate)
10. Hospitality Tax - Three (3) Vacancies (ONE applicant must be from the Restaurant Industry)
11. Internal Audit Committee - Two (2) Vacancies (Applicant with CPA preferred)
12. Music Festival - One (1) Vacancy
13. Planning Commission - Three (3) Vacancies
14. Richland Memorial Hospital Board of Trustees - Two (2) Vacancies
15. Township Auditorium - Two (2) Vacancies
16. Transportation Penny Advisory Committee (TPAC) - Five (5) Vacancies

Mr. Malinowski stated the committee recommended advertising/re-advertising for the vacancies.

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

Not Present: J. Walker

The vote in favor was unanimous.

b. ITEMS FOR ACTION

1. I move that if matters such as Clerk to Council Search or Compensation for Interim Clerk of Council are to be a part of the Employee Evaluation Oversight Ad Hoc Committee that the name of the Ad Hoc Committee be changed to better reflect what would fall under the purview of its function, responsibility, and/or purpose [MANNING - October 20, 2020] -
Mr. Malinowski stated, after discussion, if this is an employee evaluation committee, the committee should merely be evaluating the employees. To be advertising for positions and negotiating salaries would not be a part of the evaluation committee. However, if the word "oversight" brings in other duties, it could be including those functions. Finally, there was a discussion about changing the name to the "Employee Evaluation, Hiring and Compensation Committee".

Mr. Livingston noted it started out as an evaluation committee, but we attributed other duties and responsibilities to it. Whether we confirmed that through a vote, he does not know. The intent of the committee is to evaluate, as well as review potential employees.

Mr. Malinowski moved, seconded by Ms. Mackey, that the name of the committee remain as is, and to amend the responsibilities to include search and compensation matters.

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

Not Present: J. Walker

The vote in favor was unanimous.

2. **All County Council contracts and agreements adopted by a majority vote of full Council will require a majority vote of full Council to amend and/or change [NOTE: This motion should be taken up as soon as possible, and not be addressed with the overall County Rules update.] [LIVINGSTON – July 13, 2021]** – This item was held in committee.
3. **Boards, Committees and Commissions Recruitment** – This item was held in committee.
 - a. Direct the Rules Committee to determine which Richland County Boards, Committees and Commissions should have as a qualification that the person applying must reside in the unincorporated area of Richland County only. There are some of these positions where other municipalities appoint individuals and if a person applying for one of those positions resides in that municipality that they should make application through them [MALINOWSKI – October 6, 2020]
 - b. Based on the fact the Planning Commission makes decisions that affect unincorporated Richland County only, members assigned must reside in unincorporated Richland County [MALINOWSKI – September 21, 2021]

16. **EXECUTIVE SESSION** – Mr. Malinowski moved, seconded by Ms. McBride, to go into Executive Session.

In Favor: Malinowski, Pugh, Livingston, Terracio, Barron, Mackey, English and Newton

Opposed: McBride and O. Walker

Not Present:

The vote was in favor.

***The Council went into Executive Session at approximately 8:57 PM
And came out at approximately 9:22 PM***

Ms. McBride moved, seconded by Ms. Barron, to come out of Executive Session.

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

Not Present: J. Walker

The vote in favor was unanimous.

- a. **Personnel Matter: Grievance Reviews and Recommendations** – Ms. McBride moved, seconded by

**Regular Session
October 19, 2021**

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Ms. Barron, to accept the Administrator's report and the recommendation of the Grievance Committee.

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

Not Present: J. Walker

The vote in favor was unanimous.

17. **MOTIONS PERIOD**

18. **ADJOURNMENT** – The meeting adjourned at approximately 9:25 PM



Richland County Council
Zoning Public Hearing
October 26, 2021 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Michelle Onley, Geo Price, Dale Welch, Tina Davis, Tommy DeLage, Tamar Black, Brian Crooks, Aric Jensen and Justin Landy

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.

IV. **ADOPTION OF AGENDA** – Ms. Newton moved, seconded by Ms. Terracio, to adopt the agenda as published.

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

Not Present: J. Walker

The vote in favor was unanimous.

MAP AMENDMENTS

V.

1. *Case # 21-023 MA*
Norman Harvin
M-1 to GC (2.18 Acres)
3041 Bluff Road
TMS# R13507-01-07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

No one signed up to speak.

The floor to the public hearing was closed.

Ms. English moved, seconded by Mr. O. Walker, to defer this item until the February 2022 Zoning Public Hearing.

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

Not Present: J. Walker

The vote in favor was unanimous.

Zoning Public Hearing
September 28, 2021

2. *Case # 21-028 MA*
Matt Rains
HI to RS-MD (113.2 Acres & 8.32 Acres)
Farrow Road
TMS# R17600-02-32 & 46 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Mr. Chandler Roy and Mr. Tombo Milliken spoke in favor of the re-zoning request.

Ms. Judith Hart spoke in opposition of the re-zoning request.

The floor to the public hearing was closed.

Mr. Pugh moved, seconded by Ms. Barron, to defer this until the November Zoning Public Hearing.

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

Not Present: J. Walker

The vote in favor was unanimous.

3. *Case # 21-030 MA*
Bruce Gleaton
RS-E to RU (2.99 Acres)
742 Sharpe Road
TMS# R14402-04-05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, Bruce Gleaton, spoke in favor of the re-zoning request.

Mr. Ruben Galloway and Ms. Linda Kennedy spoke in opposition to the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved, seconded by Mr. Malinowski, to defer this item until the November Zoning Public Hearing to allow time to hold a Town Hall regarding the re-zoning.

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

Not Present: J. Walker

The vote in favor was unanimous.

4. *Case # 21-032 MA*
Melinda Kelley
RU to LI (5.5 Acres)
7501 Fairfield Road
TMS# R12002-01-28 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

Ms. Melinda Kelly and Mr. Kevin Corley spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved, seconded by Ms. Newton, to defer this item until the November Zoning Public Hearing to allow time to hold a Town Hall regarding the re-zoning.

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

Not Present: J. Walker

The vote in favor was unanimous.

5. *Case # 21-033 MA*
Charles Eleazer
RU to GC (3.23 Acres)
S/E Rauch Metz Road
TMS# R02500-07-36 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, Charles Eleazer, chose not to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. O. Walker, to approve the re-zoning request.

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

Not Present: J. Walker

The vote in favor was unanimous.

6. *Case # 21-034MA*
J. T. Simpson
GC to LI (1.7 Acres)
517 Mason Road
TMS # R11708-02-11 & 13 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, J. T. Simpson, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. McBride moved, seconded by by Mr. O. Walker, to deny the re-zoning request.

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

Not Present: J. Walker

The vote in favor was unanimous.

VI. **ADJOURNMENT** – The meeting adjourned at approximately 8:17 PM.

**Zoning Pubic Hearing
September 28, 2021**

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Report of the County Administrator

Special Called Meeting – November 09, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

*Incidence Rate for current reporting period is at 167.2 per 100,000 lowering

Richland County's Level of Incidence to the Moderate Tier (51-200), for confirmed cases

*Percent Positive is 2.9% for current reporting period

57.3% of Richland County residents eligible to be vaccinated have completed their vaccination

202,195/353,173

55.2% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,369,584/4,296,148

2. Emergency Rental Assistance Program Statistics

a. *ERA (2)* - As of this report, we have approved \$7,045,042.26 of our ERA (2) allocation, assisting 1246 applicants.

b. Submitted U.S. Treasury forms requesting additional funds.

3. COVID-19 Vaccine Incentive Program

a. **54** - Richland County residents received a \$100 gift card

i. Residency verified by Richland County Staff

b. **7** – booster shots given during the vaccine drive

PROJECT UPDATES:

1. Strategic Planning Process and Community Survey

On Monday, November 01, 2021, Probolsky Research provided the results of the community survey which have been sent to Baker Tilley for review.

As of Tuesday, November 02, 2021, Baker Tilley had completed its one-on-one interviews with eight of the eleven Council members as well as all group interviews with those Department Directors under the County Administrator's Direction.

Baker Tilley is currently reviewing the input from members of Council and the Department Directors in addition to the results of the community survey. Using this information, the project team will be prepared to guide the discussion at the Strategic Planning Retreat scheduled for November 15, 2021 to be hosted at the Graduate Inn at USC, 1919 Pendleton Street.

The Strategic Planning Retreat is an all-day event to be led by Baker Tilly. A light breakfast, lunch, and snacks will be served. Council will receive the work session agenda, Baker Tilley agenda, and parking permits for the event.

2. Public Safety Complex

Progress continues on the project with work groups for both the 911 Center and the Forensics Lab meeting with architects to discuss space needs and design for the facility. Follow up meetings with LS3P and MWL (specialty subcontractor) were conducted on the following dates regarding the following matters:

Wednesday, October 20, 2021	Forensics Lab Program Verification
Friday, October 22, 2021	911 Center Program Verification
Monday, October 25, 2021	Forensics Lab Program Verification (Continued)

Additional follow-up is scheduled as detailed below:

Friday, October 29, 2021	RCSD/Forensics Dept. will provide equipment list for each lab and note existing to move or new.
Monday, November 8, 2021	An updated more detailed program for RCSD/Forensics Dept. will be sent for review and markup.
Wednesday, November 10, 2021	SLED walk-thru with hard hats (by LS3P & Contract Construction), closed toed shoes, vests (traffic if you have them) for work group.
Thursday, November 11, 2021	Program edits returned to architect to incorporate changes.
Friday, November 12, 2021	Meeting to review and finalize.

The RFQ for a Construction Manager at Risk closed on October 15 and yielded eight submissions. The submission evaluations were completed on November 1, and a recommendation and award is expected soon. The construction manager at risk will work in partnership with the architect to efficiently move the project forward on an aggressive timetable by securing subcontractors, materials and supplies as soon as design services permit as opposed to waiting until design is complete. This firm will also do outreach and conduct community meetings to promote this project and encourage the inclusion of qualified small, local and minority owned businesses and subcontractors that may have an interest in working on this project. This type agreement will also be based upon an agreed upon Guaranteed Maximum Price. Under this condition, the County's risk to fluctuations in market labor and material prices are minimized. Council will consider third reading to the general obligation bond ordinance for this project on November 16, 2021. Staff plans to issue this debt in in early 2022

3. Department of Social Services (DSS) Relocation

DSS has provided no additional feedback as they continue to look at other facilities to estimate necessary square footage and review the blueprints of the facility under construction in Charleston, SC for potential helpful solutions for a design-build project. Once available, DSS staff will update Richland County staff. Grant Thornton is reviewing this project to determine if it is a qualifier for American Rescue Plan funds or if general obligation debt is required. A recommendation will be forthcoming from Administration in the near future.

4. Health Insurance Evaluation

Administration and Human Resources are conducting a series of meetings to gain perspective from stakeholders on the County's health insurance benefits. Employees and retirees were invited to serve on the Involving Members by Promoting Advantageous Conversations and Trust (IMPACT) Committee to have open dialogue regarding health insurance benefits and the impacts that benefit changes and/or the costs of these benefits have on employee opportunities for other benefits. The group held its first meeting on Tuesday, November 2, 2021.

These meetings will continue weekly for seven weeks. A road show to further expand employee input with departments in staff meetings is also under consideration. A report outlining the results of these discussions will be used to make recommendations regarding employee and retiree health benefits as well as other possible areas of consideration.

5. Refunding Sandhills Assessment Bonds

County Council previously approved the refunding of the Village at Sandhills Improvement District Assessment bonds. This refunding was proposed because the bonds were callable, and the issuance market was thought to yield savings for the assessment payors in the district.

The sale was complete on October 20, 2021 and was more successful than had been predicted, yielding savings of \$3,039,883 over the life of the bonds and over \$200,000 annually, thus lowering the necessary annual assessments to repay these bonds.

ATTACHMENTS:

1. COVID-19 Statistical Data

Number of Tests

40,243

Select Date Range
to Filter Page Values

10/19/2021

11/1/2021



Percent Positive

2.9%

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



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	134	60	194
Antigen	5,030	188	5,218
Viral (Molecular)	33,835	996	34,831
Grand Total	38,999	1,244	40,243

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

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

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

Moving 7 Day Average Percent Positive of COVID-19 Tests

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

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



Tests	Cases	Hospitalizations	Deaths
1,194,517	69,170	1,739	767

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed & probable) cases reported in the past two weeks (10/19/2021 - 11/1/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

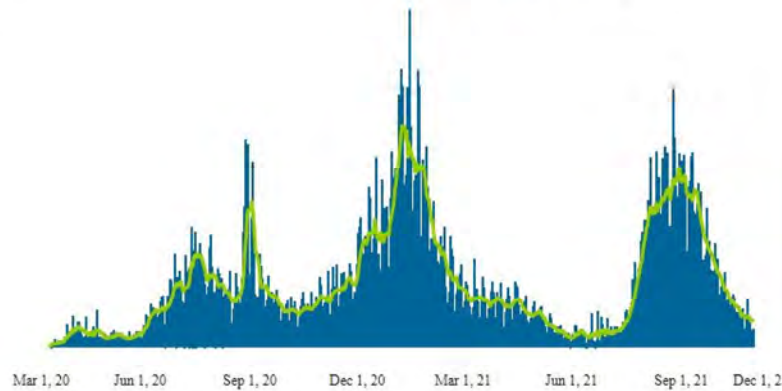
Select a county to display county-specific information
Click the county again to return to the full state map



COVID-19 Cases per Day

County Displayed Richland

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



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



Low; <50

Moderate; 51-200

High; >200

Recovery Estimate South Carolina

91.6%

Richland County Council Request for Action

Subject:

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$40,000,000 for the purpose of acquiring, constructing, equipping, rehabilitating and improving a Public Safety Complex; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds, providing for the disposition of the proceeds of the bonds and the payment of the bonds, and other related matters

Notes:

September 28, 2021 – The A&F Committee recommended Council approve an ordinance for the issuance of tax-exempt General Obligation Bonds not to exceed \$40,000,000 for the construction of the Public Safety Complex at 7201 Two Notch Road, Columbia, SC.

First Reading: October 5, 2021

Second Reading: October 19, 2021

Third Reading: November 9, 2021 {Tentative}

Public Hearing: November 9, 2021

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

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

STAFF’S RECOMMENDED ACTION:

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

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

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

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

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

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

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

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bond Ordinance

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. []- 21HR

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

ADOPTED: [], 2021

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SCHEDULE I Description of Public Safety Complex SI-1

EXHIBIT A Form of Bond A-1

EXHIBIT B Form of BAN B-1

ORDINANCE NO. []- 21HR

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

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. *Book-Entry System.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. *Defeasance.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20. *Tax and Securities Laws Covenants.*

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

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

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

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

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

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

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

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

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

SECTION 24. *Reimbursement from Bond Proceeds.*

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

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

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

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

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

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

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

[Signature page follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina

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

SCHEDULE I

PUBLIC SAFETY COMPLEX

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

EXHIBIT A

FORM OF BOND

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

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

No. R-[]

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

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

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

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

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

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

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

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

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

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

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

Period During Which Redeemed
(both dates inclusive)

Redemption Price

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: [], 2021

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

_____ as Registrar/Paying Agent

By: _____ Authorized Officer

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

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

UNIF GIFT MIN ACT - _____ (Cust)

Custodian _____ (Minor)

under Uniform Gifts to Minors Act _____ (State)

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

FORM OF ASSIGNMENT

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

DATED: _____

Signature Guaranteed: _____

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

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

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: October 5, 2021

Second Reading: October 19, 2021

Third Reading: November 9, 2021 {Tentative}

Public Hearing: November 9, 2021



Agenda Briefing

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

STAFF’S RECOMMENDED ACTION:

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

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal impact.

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

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

REGULATORY COMPLIANCE:

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

MOTION OF ORIGIN:

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

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

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

Planned Activities

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

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

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

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

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

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

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Draft amended ordinance

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

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

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

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

ARTICLE I. IN GENERAL

Sec. 16-1. License Required.

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

Sec. 16-2. Definitions.

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

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

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

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

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

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

(7) County means the County of Richland.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 16-3. Purpose and Duration.

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

Sec. 16-4. License Fee.

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

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

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

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

Sec. 16-5. Classification and Rates.

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

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

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

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

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

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

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

Sec. 16-6. Registration Required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Exemptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 16-8. False Application Unlawful.

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

Sec. 16-9. Display and Transfer.

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

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

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

Sec. 16-10. Administration, Enforcement.

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

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

Sec. 16-11. Inspection and Audits.

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

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

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

Sec. 16-12. Assessments.

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

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

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

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

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

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

Sec. 16-14. Notices.

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

Sec. 16-15. Denial of License.

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

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

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

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

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

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

Sec. 16-16. Drinking Places.

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

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

(a) is a minor;

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

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

Sec. 16-17. Sexually Oriented Businesses.

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

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

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

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

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

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

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

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

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

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

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

(a) is under the age of eighteen;

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

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

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

(Ord. No. 044-08HR, § V, 7-15-08)

Sec. 16-18. Revocation of License.

When the License Official determines that:

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

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

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

Section 16-19. Appeals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16-21. Confidentiality.

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

21-033MA
Charles Eleazer
RU to GC (3.23 Acres)
S/E Rauch Metz Road
TMS # R02500-07-36

Notes:

First Reading: October 26, 2021
Second Reading:
Third Reading:
Public Hearing: October 26, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R02500-07-36 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02500-07-36 from Rural District (RU) to General Commercial District (GC).

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 26, 2021
First Reading: October 26, 2021
Second Reading: November 9, 2021
Third Reading: November 6, 2021

Richland County Council Request for Action

Subject:

An Ordinance authorizing a quit claim deed to Marvin Outlaw for a parcel of land located in Richland County, known as the Olympia Alleyways; specifically the land abutting the rear property line of TMS #08814-02-01 (726 Maryland Street)

Notes:

October 26, 2021 – The D&S Committee recommended Council approve granting a quit claim deed to Mr. Outlaw for the Olympia alleyway contiguous to his property at 726 Maryland Street.



Agenda Briefing

Prepared by:	Elizabeth McLean, Esq.		Title:	Deputy County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	October 05, 2021	Meeting Date:	October 26, 2021		
Budget Review	James Hayes via email		Date:	October 13, 2021	
Finance Review	Stacey Hamm via email		Date:	October 19, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Mr. Outlaw – 726 Maryland Street)				

STAFF'S RECOMMENDED ACTION:

Approve an ordinance granting a quit-claim deed to Mr. Marvin Outlaw for the Olympia alleyway contiguous to his property at 726 Maryland Street.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None known.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The County Attorney's Office received a request from the attorney for Mr. Marvin Outlaw, who owns the property at 726 Maryland Street in Olympia, to have the County grant him a quit-claim deed for the alleyway behind his property.

As a general history of this issue, the county passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the county for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The county, over the years, has quit-claimed many alleyways to contiguous property owners. Approval of the request means there are no potential claims for maintenance or liability on the quit-claimed portion.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Proposed Ordinance
2. Request from Marvin Outlaw, via letter from S. R. Anderson (including Ord 1003-82HR -Olympia Alleyway Ord)

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

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO MARVIN OUTLAW FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08814-02-01 (726 MARYLAND STREET).

NOW THEREFORE, 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 quit claim deed to MARVIN OUTLAW FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08814-02-01 (726 MARYLAND STREET), as specifically described in the deed entitled "Quit Claim Deed", 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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

LAW OFFICE OF S. R. ANDERSON
ATTORNEY AT LAW
2008 MARION STREET, SUITE J
POST OFFICE BOX 12188
COLUMBIA, SOUTH CAROLINA 29211-2188

S. R. ANDERSON

(803) 252-2828
FAX (803) 254-1935
EMAIL sraatlaw@bellsouth.net

September 24, 2021

Richland County Council
2020 Hampton Street
Columbia, SC 29201

RE: Marvin Outlaw
TMS #: 08814-02-01
762 Maryland Street
Columbia, SC 29201

Dear Sir:

I represent Marvin Outlaw with regards to the above referenced property.

I enclose the following:

1. Deed into Mr. Outlaw regarding the property known as 762 Maryland Street
2. Plat showing 762 Maryland Street with 10 foot alleyway
3. In accordance with ordinance 1003-85 Mr. Outlaw desires that County Council grant him a Quitclaim Deed as to half of the alleyway which abuts his property. I think a Quitclaim Deed has already been granted to Mr. Outlaw's neighbor on the back side of his property conveying to him half of the alleyway.

Sincerely,

S.R. Anderson

SRA/rabi
Enc
CC: Client

ORDINANCES

1003 - 854R
~~1003~~

Book 1470-2079
2008082704 10/17/2008 11:13:45:897
Fee: \$10.00 County Tax: \$22.00 State Tax: \$52.00
Warranty Deed



GRANTEE'S ADDRESS: 762 Maryland Street
Columbia, SC 29201

STATE OF SOUTH CAROLINA)
) GENERAL WARRANTY DEED
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that **MYRTLE D. DEESE AND GLENN E. DEESE, JR.** ("Grantor"), for and in consideration of the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** to her paid by **MARVIN OUTLAW** ("Grantee"), the receipt and legal sufficiency of which are hereby acknowledged, subject to the conditions, matters, and/or reservations herein set forth, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee:

All the Grantor's right, title, and interest in and to the property described on Exhibit "A" attached hereto and made a part hereof.

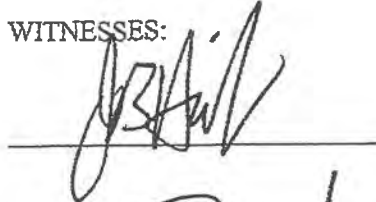
This conveyance is made subject to all existing easements, restrictions, reservations, rights-of-way, zoning ordinances, encroachments, matters which would be revealed by an accurate inspection and survey of the property, and/or all matters shown by instruments and plats of record.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

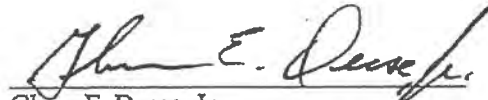
WITNESS Grantor's hand and seal this 9th day of ~~June~~ July, 2008.

WITNESSES:




Myrtle D. Deese





Glenn E. Deese, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, a Notary Public for South Carolina, do hereby certify that Myrtle D. Deese and Glenn E. Deese, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of ~~June~~ July, 2008.



(SEAL)
Notary Public for South Carolina
My commission expires: 10/9/16

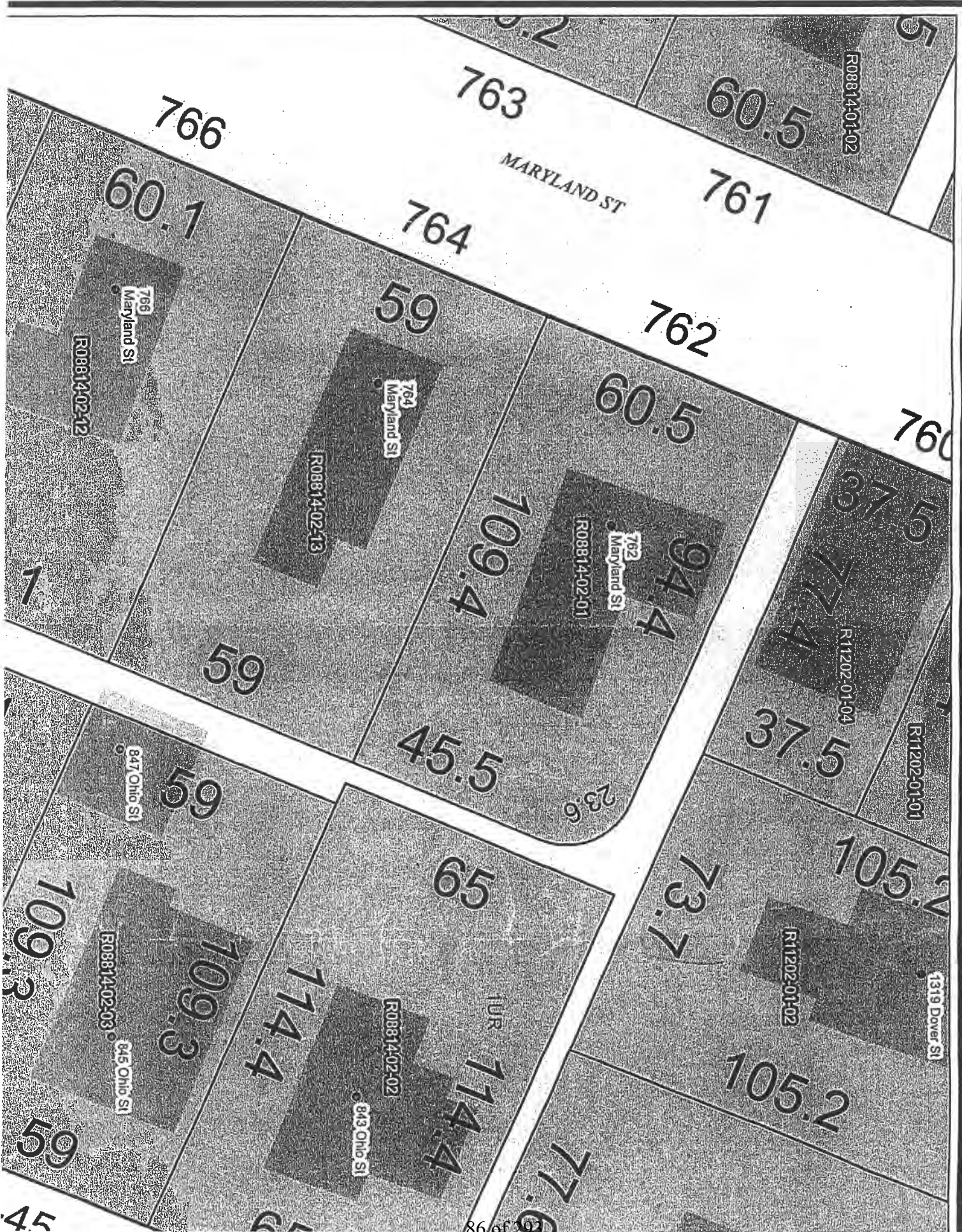
EXHIBIT A

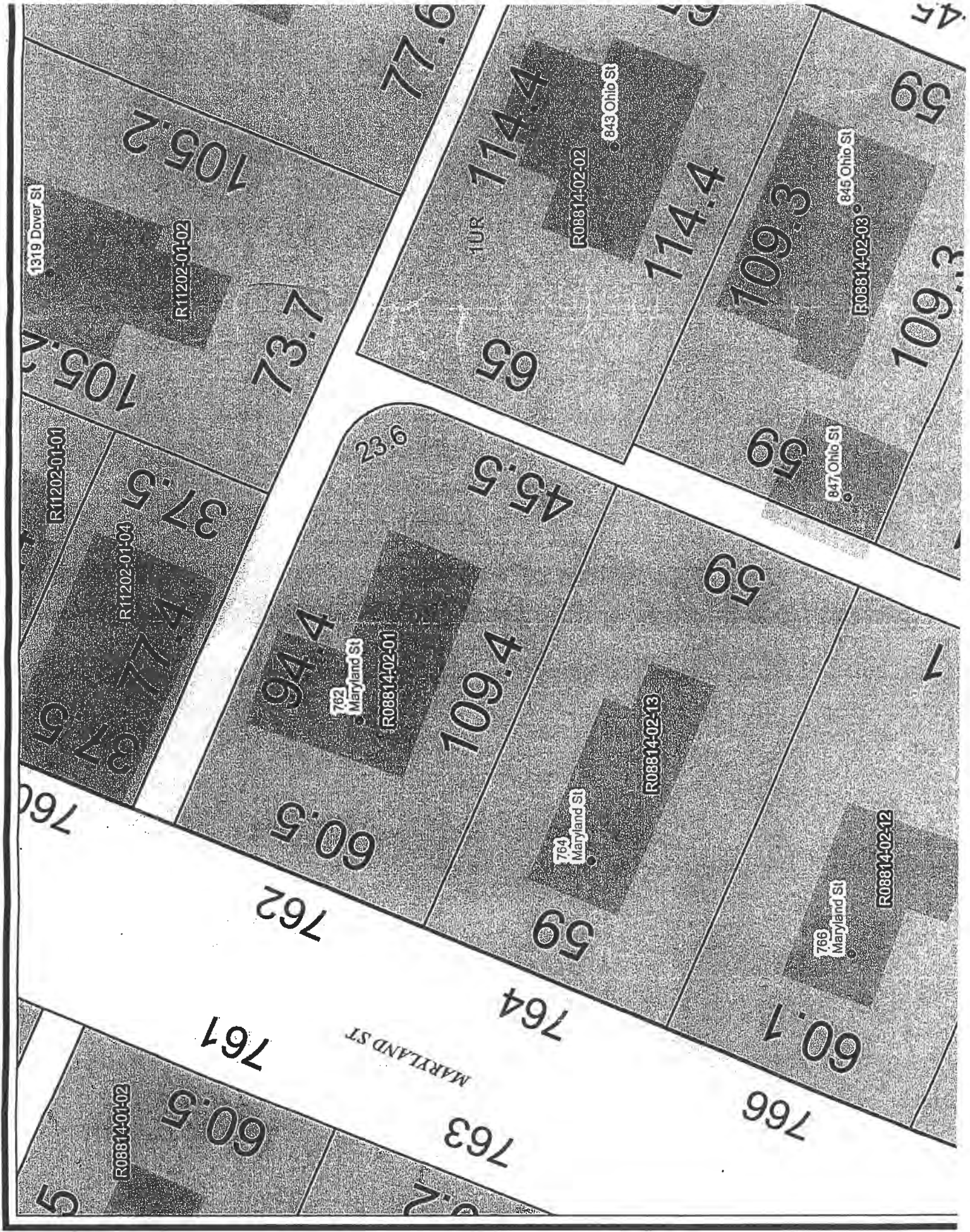
All that certain piece, parcel or lot of land, with the improvements thereon situate, lying and being on the eastern side of Maryland (formerly Seventh) Street, south of Berkeley Street or Avenue, south of the City of Columbia, in the County of Richland, State of South Carolina, said lot being shown and designated as Lot No. Four (4) in Block No. twenty-seven (27) on drawing No. 1 of map showing property of Ebert Realty Company and also showing property of Pacific Mills, said drawing made by Tomlinson Engineering Company, dated October, 1939 (with title of drawing changed to include property of Ebert Realty Company on July 15, 1940) said drawing No. 1 being recorded in the Office of the Register of Deeds for Richland County in Plat Book I at Page 76 and being bounded as follows: On the North by an alleyway ten feet wide as shown on said drawing, on which it measures to curve at the northeast side of this lot ninety-four and 4/10 (94.4') feet; on the East by an alleyway ten feet wide, as shown on said drawing on which it measures to curve at northeast side of this lot forty-five and 5/10 (45.5') feet; on the South by Lot No. 5 in said lock No. 27, as shown on said drawing, on which it measures one hundred nine and 4/10 (109.4') feet; and on the West by Maryland (formerly Seventh) Street, as shown on said drawing, on which it measures sixty and 5/10 (60.5') feet. Also known as 762 Maryland Street, Columbia, South Carolina.

This being the same property conveyed to Myrtle D. Deese by Deed of Distribution of the Estate of Glenn E. Deese, Sr. (1998-ES-32-00162) dated June 13, 1998 and recorded June 22, 1998 in the Office of the Register of Deeds for Richland County in Book 102 at Page 892. This being the same property conveyed to Glenn E. Deese, Sr. and Glenn E. Deese, Jr. by deed of Lexington State Bank recorded October 1, 1990 in the Office of the Register of Deeds for Richland County in Book 999 at Page 319.

TMS# 08814-02-01.

Myrtle D. Deese
 1431 Paul Street
 Columbia, SC 29201
 803-737-2282
 Registrar of Deeds
 Richland County, SC





Richland County Council Request of Action

Subject: Quit Claim Deeds for Vacant Property Located in the Olympia Neighborhood

A. Purpose

Council is requested to approve the ordinance(s) authorizing quit claim deeds involving two (2) pieces of vacant land in the Olympia Neighborhood in Columbia, SC.

B. Background / Discussion

In the early 1900's, several mills were established in the area of Columbia now known as the Olympia area. There were several large tracts of land which these mills controlled. Eventually, these tracts were cut up, streets established and home lots were surveyed out. When the home lots were cut out, an alleyway, 10 foot wide, was also established along the rear, and in some cases, the side property line of these lots. These alleyways are vacant and not used by the County.

In 1982, the County passed a County ordinance authorizing County landowners to apply to the County for quit claim deeds in the Olympia community – see attached ordinance (Exhibit B).

Historically, once the County received a request from a property owner in the Olympia community regarding a vacant alleyway, the County would contact the property owner and all the property owners bordering the vacant alleyway regarding their interest in receiving half of the vacant land that abuts their property.

If the property owners wanted a portion of the alleyway that borders their property, the County would give the property owner 50% of the vacant land. The remaining 50% of the vacant land would be given to the adjacent property owner. If the property owner did not have an interest in receiving the vacant land, the ownership of the entire portion of the vacant land would be deeded over to the adjacent property owner.

In August 2015, William Short requested that the County quit claim the vacant land bordering his property at 735 Maryland St. (R11203-12-13) – see red portion in the attached map.

On September 28, 2015, staff mailed letters to the property owners whose property bordered Mr. Short's property regarding their interest in receiving 50% of the vacant land. After 30 days of the date of the letter, property owner (Shelby King) contacted the County and requested to receive 50% of the vacant land bordering her property at 638 Kentucky St. (R11203-12-17). Quit claim deeds were already in place for the vacant land at the properties located at 1206 Whitney St. (R11203-12-15) & 1208 Whitney St. (R11203-12-14) – see attached deeds. Please note that the attached deeds reflect the transfer of the ownership of the lots, not the dates the deeds were recorded.

At this time, staff is requesting that Council to approve the ordinance(s) authorizing quit claim deeds for Mr. Short and Ms. King to receive 50%, or 5ft., of the vacant land that borders his property with the property owned by Shelby King.

The ordinance is attached. (Exhibit A)

C. Legislative / Chronological History

This is a staff-initiated request in response to William Short's request to claim the vacant land bordering his property at 735 Maryland St.

D. Financial Impact

There is no significant financial impact associated with this request. If the quit claim deeds are approved by Council, then the vacant land will be placed back on the County's tax rolls.

The average taxable value of the lots in the Olympia community is currently \$8,000, and the lot value of the parcels referenced in this ROA is \$8,000. Given that the County does mass appraisals and these lots have the same utility as the others and the vacant alleyway does not adversely affect the value of these lots, it is anticipated that there would not be any value increase to any of the properties. Therefore, if the quit claim deeds are approved, there would be no increase in the amount of taxes collected by the County.

Alternatives

1. Approve the request to approve the ordinance(s) authorizing the quit claim deeds.
2. Do not approve the request to approve the ordinance(s) authorizing the quit claim deeds.

E. Recommendation

It is recommended that Council approve the ordinance(s) authorizing the quit claim deeds. By doing so, this property will be placed back on the tax rolls.

Recommended by: Administration

Department: Richland County Council

Date: November 2, 2015

F. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While "Council Discretion" may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 12/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Assessor

Reviewed by: Liz McDonald

Date: 12/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 1/7/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: January 7, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the ordinance(s) authorizing the quit claim deeds. By doing so, this property will be placed back on the tax rolls.

Exhibit A

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

AN ORDINANCE AUTHORIZING QUIT CLAIM DEEDS TO SHELBY KING AND WILLIAM SHORT FOR PARCELS OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS, AND ABBUTTING TMS#11203-12-17 AND 11203-12-13.

NOW THEREFORE, 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 quit claim deeds to Shelby P. King and William M. Short for certain abandon alleyways in the Olympia neighborhood, as specifically described in two deeds entitled "Quit Claim Deed", which are 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 _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2016.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 1983-825R

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

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

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.


SECTION IV. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and

clauses shall not be affected thereby.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: 
John V. Green, Chairman

ATTEST this the 13th day of
April, 1983
1982.


CLERK OF COUNCIL



CKP File No.: 13-0078 OUTLAW
Loan Number: 155723 L36
Borrower(s): Marvin Outlaw
Property Address: 762 Maryland Street, Columbia, SC 29201

Mortgagee: Palmetto Citizens Federal Credit Union
Date of Mortgage: March 5, 2013

EXHIBIT "A"
Legal Description

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Lot 4, Block 27, on a plat of property of Ebert Realty Company and Pacific Mills, prepared by Tomlinson Engineering Company, dated October 1939, and recorded in the Office of the RMC/ROD for Richland County in Plat/Record Book I at Page 76; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the identical property conveyed to Marvin Outlaw by Deed of Myrtle D. Reese and Glenn E. Deese, Jr., dated July 9, 2008, and recorded , in Record Book 1470, Page 2079, Richland County records.

Richland County Tax Map Number: 08814-02-01

Richland County Council Request for Action

Subject:

RCSD School Supply/Backpack Grant Approval

Notes:

October 26, 2021 – The A&F Committee recommended Council approve the grant award in the amount of \$5,000 for the school supply/backpack grant program from the Berkshire Hathaway Energy Foundation for the Richland County Sheriff's Department.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Harry Polis		Title:	Deputy Chief
Department:	Sheriff	Division:		
Date Prepared:	October 04, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 18, 2021
Budget Review	James Hayes via email		Date:	October 06, 2021
Finance Review	Stacey Hamm via email		Date:	October 06, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	RCSD School Supply/Backpack Grant approval			

STAFF’S RECOMMENDED ACTION:

RCSD recommends Council approves the grant award in the amount of \$5,000 for the school supply/backpack grant program from the Berkshire Hathaway Energy Foundation for the Richland County Sheriff’s Department.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No fiscal impact. 100% foundation funding and no match required.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCSD is asking Council to agree with the Sheriff's acceptance of the grant award for the school supply/backpack program from the Berkshire Hathaway Energy Foundation

This grant program will allow for additional funds for RCSD to purchase school supplies and backpacks for needy Richland County students. These will be distributed through the School Resource Officer program at Richland County schools as needed. This grant was not included in the original RCSD Grant Budget Request, since the funding was not released until late September 2021.

This project is 100% funded and requires no match.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Award letter



BHE GT&S, LLC
925 White Oaks Boulevard
Bridgeport, WV 26330

August 24, 2021

Ms. Traci Dove
Richland County Sheriff's Department
5623 Two Notch Road
Columbia, SC 29223

Dear Ms. Dove:

On behalf of BHE GT&S, I am pleased to enclose a check for \$5,000 to the Richland County Sheriff's Department. This grant is intended to support the Back to School Community Outreach program.

If you have any questions regarding this grant, please feel free to contact me at 803-888-3444 or Gina Palmer at 304-677-3673.

Sincerely,

A handwritten signature in black ink that reads "Kristen M. Beckham".

Kristen Beckham
External Affairs Manager

Enclosure

Richland County Council Request for Action

Subject:

RCSD Midlands Gang Task Force Grant

Notes:

October 26, 2021 – The A&F Committee recommended Council approve the grant for the continuation of the Midlands Gang Task Force for the salary and fringe benefits for one (1) Task Force Commander to be assigned to the Sheriff's Department.



Agenda Briefing

Prepared by:	Harry Polis		Title:	Deputy Chief
Department:	Sheriff	Division:		
Date Prepared:	October 04, 2021	Meeting Date:	October 28, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 18, 2021
Budget Review	James Hayes via email		Date:	October 06, 2021
Finance Review	Stacey Hamm via email		Date:	October 06, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	RCSD Midlands Gang Task Force Grant			

STAFF’S RECOMMENDED ACTION:

RCSD recommends that Council approves the grant for the continuation of the Midlands Gang Task Force for the salary and fringe benefits for one (1) Task Force Commander to be assigned to the Sheriff’s Department.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This is the continuation of a current RCSD grant. JL code is 4838110. This project will fund the salary and fringe benefits for the Task Force Commander.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In July 2020, Council accepted the grant for the funding of the Midlands Gang Task Force. The terms of the previous agreement were from October 2020 to September 2021. At the time Grant Budget Requests were prepared in January 2021, it was not expected that this funding stream would be available to RCSD and was not originally included in the RCSD Grant Budget Requests for FY22. On October 4, 2021, the Sheriff's Department received notice of a grant award in the amount of \$96,320. This will provide salary and fringe benefits to the Task Force Commander. This position was previously scheduled to move to the Sheriff's Department budget on October 1. This is no longer necessary. Accepting this grant will allow for continuation funding through September 2022. This project has been a highly successful multijurisdictional effort.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Grant Award Letter



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

October 1, 2021

Mr. Leonardo Brown
 Richland County
 2020 Hampton Street
 Columbia, South Carolina 29202

RE: Project Safe Neighborhoods Grant Program No. 5P000220
 Midlands Gang Task Force

Dear Mr. Brown:

I am pleased to provide you with a grant award approved by this office in the amount of \$96,320 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The Office of Highway Safety and Justice Programs (OHSJP) is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at KaylaBoston@scdps.gov or via postal mail to the following address:

Ms. Kayla Boston, Administrative Assistant
 Office of Highway Safety and Justice Programs
 S.C. Department of Public Safety
 Post Office Box 1993
 Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Sincerely,

Phil Riley
 Director

Attachments

c: Mrs. Traci Dove
 Project Safe Neighborhoods Grant Official File

10311 Wilson Blvd. Blythewood, SC - US Mail: P.O. Box 1993 Blythewood, SC 29016

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Richland County Sheriff's Department
Grant Title: Midlands Gang Task Force
Grant Period: 10/01/2021 - 9/30/2022 **Budget Period:** 10/01/2021 – 9/30/2022
Date of Award: October 1, 2021 **Grant No.:** SP000220
Amount of Award: \$96,320

In accordance with the provisions of the Project Safe Neighborhoods (PSN) Grant Program, ALN No. 16.609 (Federal PSN Grant #2020-GP-BX-0018), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized for the Project Safe Neighborhoods Grants Program.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on www.scdpsgrants.com for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



Signature of Official Authorized to Sign

Office Of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE GRANT TERMS AND CONDITIONS AND ATTACHED SPECIAL CONDITIONS.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing Addendum

Prepared by:	Harry Polis	Title:	Deputy Chief
Department:	Sheriff	Division:	
Date Prepared:	October 27, 2021	Meeting Date:	October 26, 2021
Committee:	Administration & Finance		
Agenda Item:	4b: RCSD Midlands Gang Task Force Grant		

COUNCIL INQUIRY #1:

Please provide information and figures on the success of the program as well as which other jurisdictions have been involved.

Reply:

Please see attachment 1.

ATTACHMENTS:

1. Midlands Gang Task Force Information

RCSD has been serving as the lead agency of the Midlands Gang Task Force since 2015 and has appointed the Captain of the RCSD Gang Unit to serve as the Task Force Commander. The Columbia Police Department has assigned a Task Force Officer and the entirety of RCSD and CPD Gang Units remain committed full time to Task Force activities. The University of South Carolina Division of Law Enforcement and Safety and the South Carolina Department of Probation, Parole, and Pardon Services and have committed investigators full time to the Task Force. During 2018, the United States Secret Service committed an agent to the Task Force. SCDC, Irmo PD, Benedict College PD, Forest Acres PD and Cayce DPS all attend meetings of the Task Force Governing Board in and have committed an officer on an as needed basis. These officers attend the regular weekly meetings of the Midlands GTF and participate in case operations as required. In 2018, federal partners became involved in the activity of the MGTF. The United States Secret Service signed on as an official member and has been a source of intelligence and assistance for complex money laundering and counterfeit activities that many local groups are involved in. The Bureau of Alcohol, Tobacco and Firearms has been instrumental in the adopting many cases involving gang members possessing illegal weapons.

Task Force Prosecutor from the 5th Circuit Solicitors Office was assigned to the project and is now assigned all pending Task Force cases. One benefit from the dedicated prosecutor is the enhanced relationship between Task Force agents and the Solicitor's Office has led to increased bonds and sentence enhancements for known gang members. Task Force Officers have been able to provide information and testimony during bond revocations and sentencing hearings and this has resulted in increased or no bonds and increased sentencing.

Since its implementation, the Midlands Gang Task Force has reported the following activity:

- **Armed Robbery cases: 25**
- **Stolen Vehicles recovered: 8**
- **Weapons recovered: 538**
- **Aggravated Assaults cases: 59**
- **Homicide: 8**
- **Search /Fugitive Warrants: 77 (with DEA, USSS and ATF partners)**
- **Arrests made: 553**

- **Narcotics cases: 239**
 - **Cocaine: 3,069.7 g seized**
 - **Crack: 361.36 g seized**
 - **Marijuana: 34,885 g seized**
 - **Heroin/Opiates: 209 tablets**
 - **Stimulants (MDMA): 5,031 tablets**

Richland County Council Request for Action

Subject:

ED - Funding for the repaving of Mauney Dr. from CTC

Notes:

October 26, 2021 – The A&F Committee recommended Council approve staff's request to seek CTC funds for the repaving of Mauney Drive.



Agenda Briefing

Prepared by:	Jeff Ruble		Title:	Director
Department:	Economic Development	Division:		
Date Prepared:	October 04, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 18, 2021
Budget Review	Jams Hayes via email		Date:	October 06, 2021
Finance Review	Stacey Hamm via email		Date:	October 06, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Administration & Finance			
Subject:	Funding for the repaving of Mauney Drive from the County Transportation Committee(CTC)			

STAFF’S RECOMMENDED ACTION:

It is recommended that Council approves staff’s request to seek CTC funds for the repaving of Mauney Drive.

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:

A “C” fund grant from the County Transportation Committee (CTC) will fund this project.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Tyson reopened their facility at the corner of Bluff Road and Mauney Drive in July. Tyson has committed to investing \$55 million and creating 330 jobs. This almost doubles the number of employees at this facility and in turn almost doubles the production.

With the increase in production, Tyson is concerned about the condition of Mauney Drive with the increase of the number of trucks that will be travelling this road. Doug Meister, Tyson's Plant Manager, mentioned this issue to Mr. Livingston and Mr. Brown during an introductory lunch meeting in March.

There are two additional companies that utilize this road for heavy loads: Owen Steel and American Cold Storage. Owen Steel has approximately 216 employees. They are a structural steel contractor, who ships steel nationwide. They have voiced their concerns of the condition of Mauney Road in the past. This road is also used as a connector from Shop Road to Bluff Road by other companies.

Public Works estimated the cost of repaving this road at around \$461,636.55.

ADDITIONAL COMMENTS FOR CONSIDERATION:

A location map is provided for reference.

ATTACHMENTS:

1. CTC Application
2. Cost Estimate
3. Location Map
4. Letter of Support from Tyson
5. Letter of Support from Owen Steel

REQUEST FOR PROGRAMMING
C Program Administration

Attachment 1

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 6

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: Richland Economic Development Office requests approval for the repaving of Mauney Drive to support the heavy loads of local businesses.

The estimated cost for this project is \$461,636.55

INITIAL ESTIMATED COST OF PROJECT: \$461,636.55

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: Shop Road

ENDING POINT: Bluff Road

TOTAL MILEAGE: 0.56 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION RESURFACING OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Economic Development Office

CONTACT PERSON: Mr. Jeff Ruble CONTACT PHONE: +1 (803) 576-1368

TITLE OF CONTACT PERSON: Director

ADDRESS: 1201 Main St. Suite 1110

CITY / TOWN: Columbia SOUTH CAROLINA ZIP CODE: 29201

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR

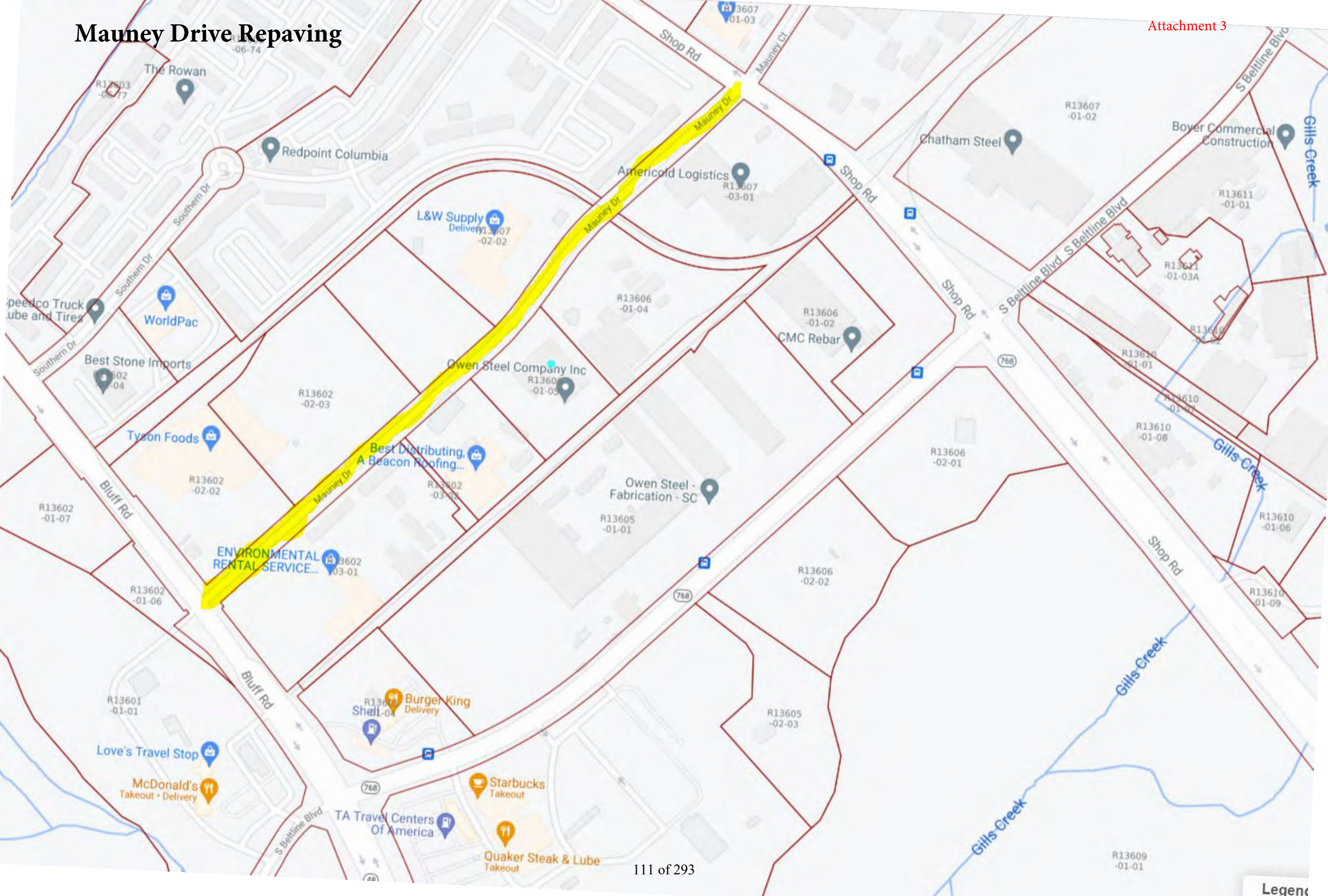
Mauney Drive

Raodway Information:

Drainage	via ditches
Length	3000 ft
Width	27 ft
sqare feet roadway	81000 ft2
square yards roadway	9000 yd2
rate	200 lb/yd2
asphalt (lb)	1800000 lb
asphalt(tons)	900 ton

<u>Material</u>	<u>Quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>Total</u>
Cement Mod Recycled Base	9000	yd2	5.25	\$ 47,250.00
Cement	32.4	ton	170	\$ 5,508.00
Milling existing pavement	9000	yd2	8	\$ 72,000.00
Asphalt (surface C)	900	tons	100	\$ 90,000.00
Driveways (11)	240	tons	100	\$ 24,000.00
Stop bars	40	ft	3	\$ 120.00
4" white	100	ft	0.5	\$ 50.00
4"yellow	100	ft	0.25	\$ 25.00
borrow excavation (shoulders)	100	yd3	30	\$ 3,000.00
material subtotal				\$241,953.00
Mobilization				\$ 50,000.00
Traffic Control				\$ 50,000.00
subtotal				\$341,953.00
Engineering				\$ 34,195.30
contingency (25%)				\$ 85,488.25
TOTAL				\$461,636.55

Mauney Drive Repaving





October 1, 2021

To whom it may concern:

We at Tyson here in Columbia, SC would like to thank you for your consideration and commitment to reworking (asphalting) Mauney Road. It is important to the Tyson, Columbia Case Ready facility to have this road reworked so that we can ship and receive forty-five to fifty truckloads of Ground Beef and Steaks to Sam's Club and Food Lion stores daily.

Our team members are also looking forward to a smooth road when entering and exiting the facility to reduce the wear and tear on their vehicles.

We express our gratitude and appreciation to you and your team and look forward to hearing from you soon.

Kindest Regards,

A handwritten signature in black ink that reads 'Doug A. Meister'.

**Doug Meister, Plant Manager
Tyson Foods, Columbia Case Ready**

Tyson Foods
1970 Bluff Rd. Columbia, SC 29201
Office: 803-769-0311 - Mobile: 402-249-8584
doug.meister@tyson.com



David Zalesne, President
david.zalesne@owensteel.com
803-251-7565

OWEN STEEL COMPANY INC.
727 Mauney Drive
Columbia, SC 29201
www.owensteel.com

October 4, 2021

Jeff Ruble
Director - Richland County Economic Development
1201 Main Street, Suite 1110
Columbia, SC 29201
ruble.jeff@richlandcountysc.gov

Re: Mauney Drive

Dear Jeff:

On behalf of Owen Steel Company, located at 727 Mauney Drive, I am writing in support of a request for funding from the Richland County Transportation Committee to address the poor condition of Mauney Drive.

Although the road is only about 2,600 ft. long, a high volume of heavy commercial truck traffic, coupled with passenger vehicle traffic for employees of businesses on Mauney Drive as well as vehicles using Mauney Drive as a cut-through between Shop Road and Bluff Road, has caused numerous conditions of holes, cracks, and curb erosion, which are both unsightly and unsafe. Owen Steel employees driving to and from our office are increasingly being forced to choose between navigating around holes and trucks, or exposing themselves and their cars to injury and damages. The same conditions apply for many of our neighbors.

To be clear, Owen Steel does not use Mauney Drive for heavy commercial trucks – steel comes into and leaves our plant from Beltline. But many of our neighbors do have commercial freight activities as well as employee traffic on Mauney Drive, and conditions will only deteriorate further when traffic volumes increase from new construction ongoing at two locations on the north side of the road, and a new user when the plant at 729 Mauney Drive is sold.

Mauney Drive is benefiting from the job-creating economic development policies of Richland County, but the roadway infrastructure needs to be able to support that development.

Jeff Ruble
Director - Richland County Economic Development
October 4, 2021
Page 2

To the extent Richland County has funding available to address the road conditions on Mauney Drive, we would be grateful for an allocation to pave and paint the main roadway, and to provide as much paved area as possible for idle trucks to wait off the main road and allow passenger traffic to pass safely.

Respectfully,

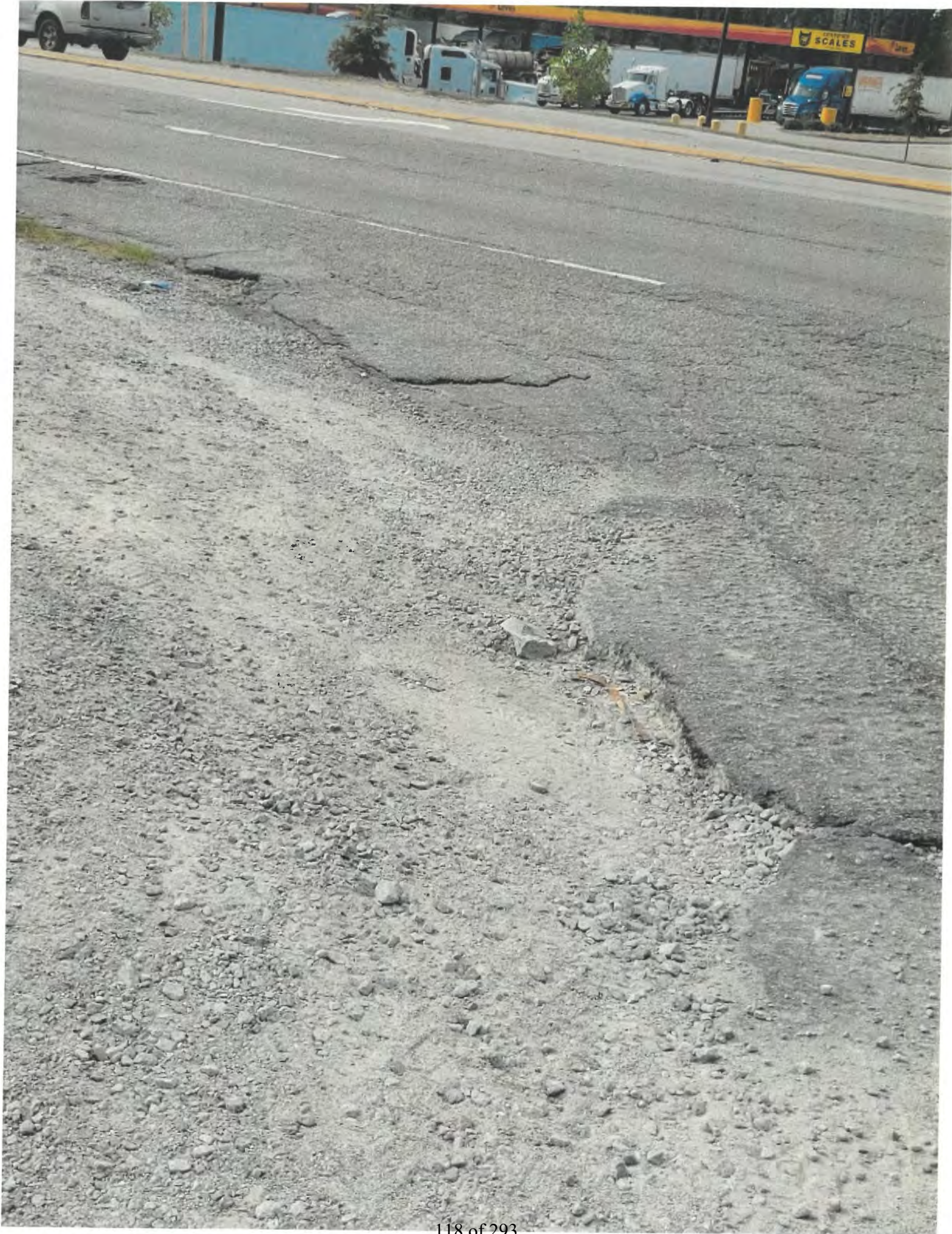

David Zalesne | Owen Steel Company

















Richland County Council Request for Action

Subject:

Utilities Dept. - Quail Creek Collection System Rehab

Notes:

October 26, 2021 – The A&F Committee recommended Council approve staff's recommendation to approve the Quail Creek Collection System Rehab and to award the rehabilitation to Vortex Companies.



Agenda Briefing

Prepared by:	Jessica Mancine		Title:	Manager
Department:	Utilities	Division:	Administration	
Date Prepared:	October 04, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 18, 2021
Budget Review	James Hayes via email		Date:	October 18, 2021
Finance Review	Stacey Hamm via email		Date:	October 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Quail Creek Collection System Rehabilitation			

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approves:

- The Quail Creek Collection System Rehabilitation work;
- The awarding of the rehabilitation phase to Vortex Companies.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Community Development Block Grant (CDBG) will fund this project. The estimated cost for this project is \$754,626.32. Utilities have funded the cost for the evaluation of this project and will fund the Construction Administration of the project as it progresses to closure.

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

None.

REGULATORY COMPLIANCE:

Rehabilitating the collection system would aid in reducing the amount of inflow & infiltration (I&I) entering the system. Reduced I&I would, in turn, aid in the reduction of the Sanitary Sewer Overflows (SSOs), which can resolve existing and potential regulatory and health issues.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Quail Creek collection system was built in the late '70s, and many of the gravity sewer lines have reached the end of their useful life (EXHIBIT 1).

The closed-circuit television (CCTV) inspections of the Quail Creek collection system were conducted, and areas of I&I and other defects were identified. These areas were rated from one (1) through five (5), where 1 is in the best condition, and 5 is the highest priority for rehabilitation. This project will focus on categories 3, 4, and 5, the system's highest risk of failure sections. This project will reduce the amount of I&I entering the County's collection system. The proposed project would include approximately 4,300 ft. of cast-in-place pipe (CIPP) rehabilitating lines, including repairs to most lateral connections to the main. The Quail Creek Collection System Rehabilitation will improve the sewer flow and lessen the resident's possible sewer back-ups. This project will help address the issue all at once as where if the Council denied the request, Richland County Utilities Department staff would have to address each issue as it rises. This rehabilitation will also reduce staffs deployment to repair the lines and maintenance of the pump stations. The operation and maintenance cost of the pumps and other equipment will also be reduced due to this rehabilitation. This rehabilitation will increase the life and reliability of the system.

Prices were obtained from Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. Through this procurement-approved program, local governments may purchase services which are competitively solicited and awarded by HGAC in compliance with County procurement guidelines and federal grant regulations. Federal guidelines encourage the use of cooperative purchasing agreements which allow for expedited procurement timelines and reduced administrative costs. Vortex Company is a local and national provider of CIPP and submitted pricing for this project (EXHIBIT 2).

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

EXHIBITS:

1. EXHIBIT 1: Quail Creek Collection System Map.
2. EXHIBIT 2: Votex's Bid

Exhibit 1

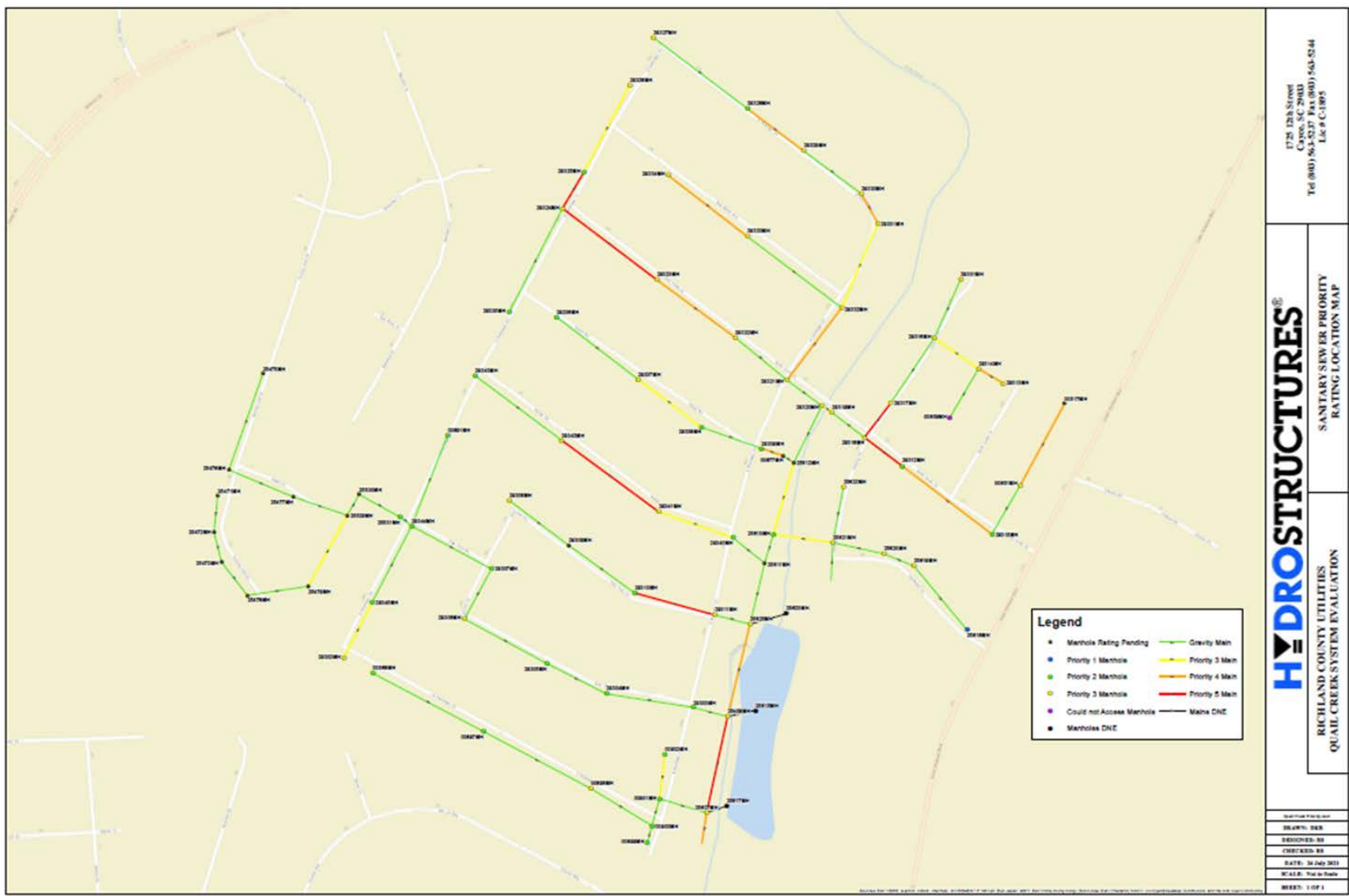


Exhibit 2



To: Richland County Government	Contact: Jani Tariq Hussain
Address: 2020 Hampton Street Suite 3064 (Third Floor)	Phone:
	Email: HUSSAIN.TARIQ@richlandcountysc.gov
Project Name: SC - Columbia Quail Creek Priority 5, 4, & Partial 3 (\$754k)	Bid Number: 208326
Project Location: Quail Creek, HOPKINS, SC	Bid Date: 9/9/2021

Bid Proposal is figured utilizing HGAC TP07-18 contract pricing

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A1	Sewer Main Television Inspection (8" through 15" Diameter)	7,642.00	LF	\$4.00	\$30,568.00
A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	7,642.00	LF	\$4.00	\$30,568.00
A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter) (*BILL AS NEEDED)	0.00	LF	\$6.00	\$0.00
A51	6" - 12" Post TV Inspection After Rehabilitation	7,642.00	LF	\$5.00	\$38,210.00
A64	Vactor Truck Services (*BILL AS NEEDED)	0.00	HR	\$500.00	\$0.00
A68	Mechanical Root removal (*BILL AS NEEDED)	0.00	LF	\$8.00	\$0.00
A69	Grease removal (*BILL AS NEEDED)	0.00	LF	\$3.22	\$0.00
A70	Other Remote Obstruction removal (max. 5 lf)	11.00	EACH	\$690.00	\$7,590.00
C1	6" x 4.5mm STEAM / WATER CURE	0.00	LF	\$36.80	\$0.00
C2	8" x 6.0mm STEAM WATER CURE	7,642.00	LF	\$34.96	\$267,164.32
C29	Internal reconnects on Cured-in-place pipe	161.00	EACH	\$276.00	\$44,436.00
CS2	6" to 12" Backyard Easement Additional Set-up Per Install Length (*BILL AS NEEDED)	0.00	LF	\$5.00	\$0.00
C62	4"-8" Set-up for installations of <20 each total	1.00	EACH	\$4,600.00	\$4,600.00
C64	4"-6" Set-up For Installations Of 51-150 Each Total	89.00	EACH	\$1,840.00	\$163,760.00
C65	6" - 12" CIPP Setup Charge (< 300 LF)	89.00	EACH	\$1,000.00	\$89,000.00
H1	6" - 8" Point repair (0'- 8' deep)	6.00	EACH	\$4,830.00	\$28,980.00
H2	6" - 8" Point repair (8'- 12' deep) (*BILL AS NEEDED)	0.00	EACH	\$5,520.00	\$0.00
H38	Mobilization For Open Cut WO Under 200' Of Pipe	1.00	EACH	\$2,500.00	\$2,500.00
H47	Access Pit (0'-8' deep)	6.00	EACH	\$2,875.00	\$17,250.00
J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line (*BILL AS NEEDED)	0.00	EACH	\$2,559.00	\$0.00
J10	Operate 4" pumping System per pump (*BILL AS NEEDED)	0.00	DY	\$500.00	\$0.00
J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE (*BILL AS NEEDED)	0.00	DY	\$2,400.00	\$0.00
M46	Tuberculation Removal (Pressure & Gravity Pipelines) (*BILL AS NEEDED)	0.00	LF	\$40.00	\$0.00
O11	Barricades, Signs, and Traffic Handling (per setup) (*BILL AS NEEDED)	0.00	EACH	\$3,500.00	\$0.00
O12	Traffic Control Plan (per setup) (*BILL AS NEEDED)	0.00	EACH	\$2,500.00	\$0.00
O13	Flagmen (*BILL AS NEEDED)	0.00	HR	\$40.00	\$0.00
P65	Travel and Mobilization - South Carolina	1.00	EACH	\$30,000.00	\$30,000.00

Total Bid Price: \$754,626.32

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be billed at the above unit rates on an as needed basis.

- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be billed at the above unit rates on an as needed basis.
- Owner / Contractor will provide a portable hydrant meter for our use free of charge.
- Owner / Contractor will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner / Contractor will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner / Contractor will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment or adjacent pipe/outfall area. Any turbidity control will be provided by Others.
- Mainline CIPP lining must be completed structure to structure.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- The contract price is exclusive of applicable state and local sales taxes.
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.

Richland County Council Request for Action

Subject:

Utilities Dept. - Rabbit Run Sewer Line - SE Sewer Project Flow Increase

Notes:

October 26, 2021 – The A&F Committee recommended Council approve funding to upsize an existing 8-inch gravity sewer line to a 15-inch gravity sewer line. The line is located at the Rabbit Run and is needed to accommodate additional sewer flow and eliminate the Quail Creek pump station from the City of Columbia transfer area.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	
Date Prepared:	August 09, 2021	Meeting Date:	October 26, 2021
Legal Review	Elizabeth McLean via email	Date:	October 07, 2021
Budget Review	James Hayes via email	Date:	October 07, 2021
Finance Review	Stacey Hamm via email	Date:	October 07, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Rabbit Run Sewer Line – Southeast Sewer Project Flow Increase		

STAFF’S RECOMMENDED ACTION:

Staff recommends that the County Council approve funding to upsize an existing 8-inch gravity sewer line to a 15-inch gravity sewer line. The line is located at the Rabbit Run and is needed to accommodate additional sewer flow and eliminate the Quail Creek pump station from the City of Columbia transfer area.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Southeast Sewer and Water project has the funds to pay for the change order. The change order cost is \$111,749.00 including a 10% contingency to cover any unforeseen changes. The Southeast Sewer and Water project has \$186,032.00 credit to eliminate the rehabilitation of the Quail Creek pump station.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The existing Rabbit Run sewer pipeline is an 8-inch diameter. The elimination of the Quail Creek pump station was not considered during the design phase. This existing pipeline was designed to convey the flow required from the Transfer area of Richland Hills and Alexander Pointe subdivisions, see Exhibit 1. The existing pipe does not have adequate capacity for additional flow from Quail Creek, Swandale, and Savannah Wood subdivisions. In order to assure capacity exists to convey the additional flow this pipeline must be increased to 15-inch.

ADDITIONAL COMMENTS FOR CONSIDERATION:

If we do not upsize the current sewer pipeline on Rabbit Run from an 8-inch to 15-inch line to convey the additional flow, we will need to continue sending the flow to the City of Columbia, which will cost RCU \$10,890 per month. The recommendation is to award the work to Tom Brigman Contractors (TBC), who was the low bidder for the work and who is currently working on Division 1 and 2 of the Southeast Sewer project. TBC provided the lowest total quote price of \$101,590.00. The lowest quote was \$101,590.00, see Exhibit 2. The two additional quotes, Stutts and Williams and TCO, are attached, see Exhibit 3 and 4 respectively. The decommissioning of the Quail Creek pump station will also provide monthly savings in operation and maintenance cost of estimated approximately \$8,000 in power, water usage, repairs, staff daily visits and generator services.

EXHIBITS:

1. Exhibit 1: Map of the pipeline location
2. Exhibit 2: Tom Brigman Contractors Quote
3. Exhibit 3: Strutts & Williams Quote
4. Exhibit 4: TCO no bid email

Exhibit 1

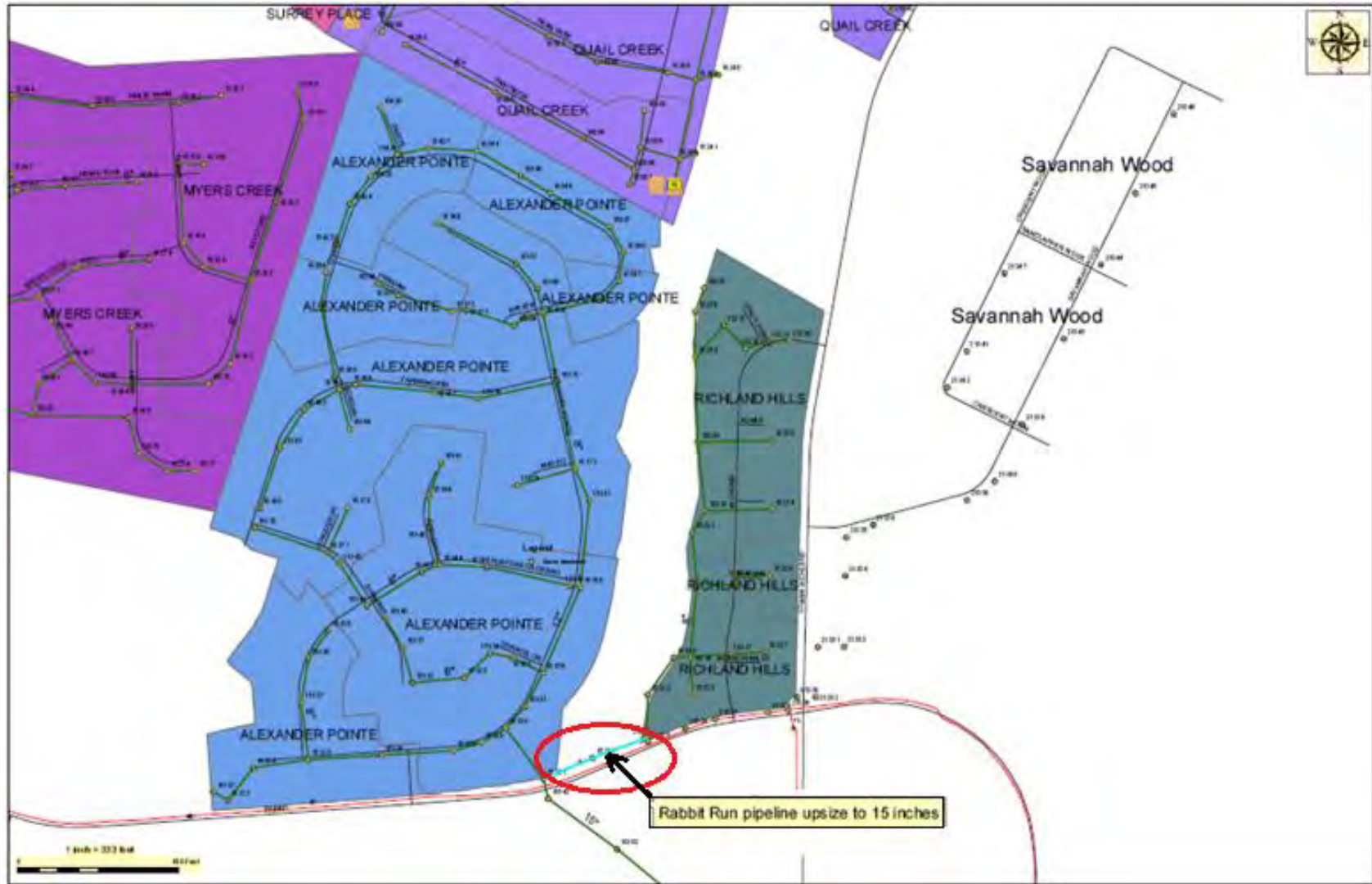


Exhibit 2

Tom Brigman Contractors Inc.

TBC

1509 SUNSET AVENUE, P.O. BOX 336, NEWBERRY, SC 29108
PHONE: (803) 276-4083 FAX: (803) 276-1050

June 8, 2021

QUOTE TO:
Mr. Joel Wood
Joel E. Wood & Associates
Email: joelwood@comporium.net

Ref: SE Richland Div I Rabbit Run Sewer

Dear Joel:

We are pleased to quote the above referenced as follows.

Item Description	Qty	Unit	Unit Price	Total Amount
Staking & Layout	1	LS	\$ 1,500.00	\$ 1,500.00
Tie to ex MH (downstream)	1	LS	\$ 5,000.00	\$ 5,000.00
Remove ex 8" line	433	lf	\$ 30.00	\$ 12,990.00
Install new 15" sdr 26 pvc	433	lf	\$ 95.00	\$ 41,568.00
New 4' MH	2	ea	\$ 5,800.00	\$ 11,600.00
Erosion Control	1	LS	\$ 3,500.00	\$ 3,500.00
Grassing & Mulching	1	LS	\$ 2,500.00	\$ 2,500.00
Tie ex line to new MH	1	LS	\$ 5,000.00	\$ 5,000.00
Airtest line	433	ea	\$ 4.00	\$ 1,732.00
Vacuum test MH	2	ea	\$ 600.00	\$ 1,200.00
Bypass pump (set-up/breakdown) and maintain	1	LS	\$ 15,000.00	\$ 15,000.00

TOTAL QUOTE \$ 101,590.00

If you have any questions, please feel free to contact me.

Thank you,

M. Blake Brigman
President

BB/cd

Exhibit 3



PO Box 2046
Lexington, SC 29072
(P) 803.814.3753
Contractor's License # - G119374

CHANGE REQUEST PROPOSAL

DATE: 5/26/2021
PROPOSAL TO: RICHLAND COUNTY UTILITIES
ATTN: Joel Wood / Adam Childers

PROJECT: SE Richland County Sewer
LOCATION: Rabbit Run Road
ENGINEER: Joel E. Wood & Associates

Stutts & Williams hereby proposes the following pricing for the change of upsizing of existing 8" sewer line along Rabbit Run Road to 15":

MOBILIZATION	1	LS	\$ 10,650.00	\$ 10,650.00
15" PVC SDR26	448	LF	\$ 152.00	\$ 68,096.00
SALVAGE/RE-ESTABLISH RIP RAP	1	LS	\$ 3,250.00	\$ 3,250.00
MANHOLE (0'-8')	1	EA	\$ 7,350.00	\$ 7,350.00
BYPASS SEWER FLOW (Two Directions)	1	LS	\$ 52,600.00	\$ 52,600.00
CORE EX. MANHOLE #1 AND #3 / RE-BUILD INVERT	2	EA	\$ 3,400.00	\$ 6,800.00
DEWATERING	1	LS	\$ 8,384.00	\$ 8,384.00
TRAFFIC CONTROL	1	LS	\$ 3,520.00	\$ 3,520.00
EROSION CONTROL / STABILIZATION	1	LS	\$ 2,500.00	\$ 2,500.00
				\$ 163,150.00

Respectfully Submitted:
Stutts & Williams, LLC

Brad Stutts

Exhibit 4

From: joelwood@comporium.net
Sent: Thursday, July 8, 2021 4:27 PM
To: 'Bill Davis' <davis.bill@richlandcountysc.gov>
Cc: 'TARIQ HUSSAIN' <HUSSAIN.TARIQ@richlandcountysc.gov>; 'SAHAD KHILQA' <KHILQA.SAHAD@richlandcountysc.gov>
Subject: FW: Change Order Request - Rabbit Run 8" Gravity- No Bid

See below.

JOEL E. WOOD & ASSOCIATES
JOEL E. WOOD
MOBILE (803) 448-4250
YORK OFFICE (803) 684-3390
KINGS MOUNTAIN OFFICE (704) 739-2565

From: Tanya Frierson
Sent: Thursday, July 8, 2021 9:48 AM
To: joelwood@comporium.net
Cc: Bobby Newman <bnewman@tcoconstruction.com>; Tanya Frierson <tfrierson@tcoconstruction.com>
Subject: RE: Change Order Request - Rabbit Run 8" Gravity- No Bid

Good morning Joel,

Looking at our current schedule and since TCO has already demobilized, we are choosing the option to "No Bid" this change order request.

Kind regards,
Tanya Frierson

TCO Construction
55 M and N Road
Sumter, SC 29153
Tel: (803) 495-4420
Fax: (803) 495-4430

Richland County Council Request for Action

Subject:

Utilities Dept. – Request for Approval of willingness to serve letter for the Point at Chestnut Plantation Development (TMS # R05211-01-01)

Notes:

October 26, 2021 – The A&F Committee recommended Council approve the Willingness to Serve Letter for the development.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis		Title:	Director
Department:	Utilities	Division:		
Date Prepared:	September 24, 2021	Meeting Date:	October 28, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 18, 2021
Budget Review	James Hayes via email		Date:	October 06, 2021
Finance Review	Stacey Hamm via email		Date:	October 06, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Request for Approval of willingness to serve letter for the Point at Chestnut Plantation Development (TMS # R05211-01-01)			

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the Willingness to Serve Letter for the development (see attached Exhibit 3).

- Option 1: Approve the staff’s recommendation; or,
- Option 2: Deny the Willingness to Serve letter.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 1 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). At build-out, the developer will pay a sum of \$508,000 for sewer tap fees. In addition, the customers will pay monthly sewer service fee (\$64.03 x 127= \$8131.81) to the County.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits willingness to serve information on all new developments to County Council for approval before proceeding with the DRP. Once RCU receives approval from County Council, RCU will notify developer to proceed with designing the system in accordance with the DRP.

Information for this development was generated when staff received a request from the Civil Engineering of Columbia (CEC) for sewer availability for the proposed development. The project is located off of Lost Creek Drive between Chestnut Ridge and White Oak in Chestnut Hill Plantation (Exhibit 1, a and b). The proposed development consists of 127 single-family homes (Exhibit 2) and will generate an average daily flow of 38,100 gallons per day (GPD) of wastewater. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept and treat this additional wastewater at the Broad River Wastewater Treatment Plant

The table shown below summarizes the project.

Project Name	Project Address	TMS	Number of Units	Sewer / Tap Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
The Pointe at Chestnut Plantation	at Lost Creek Drive between Chestnut Ridge and White Oak at Chestnut Hill Plantation	R05211-01-01	127	\$508,000	\$8131.81	Submitted to City of Columbia Planning Commission	

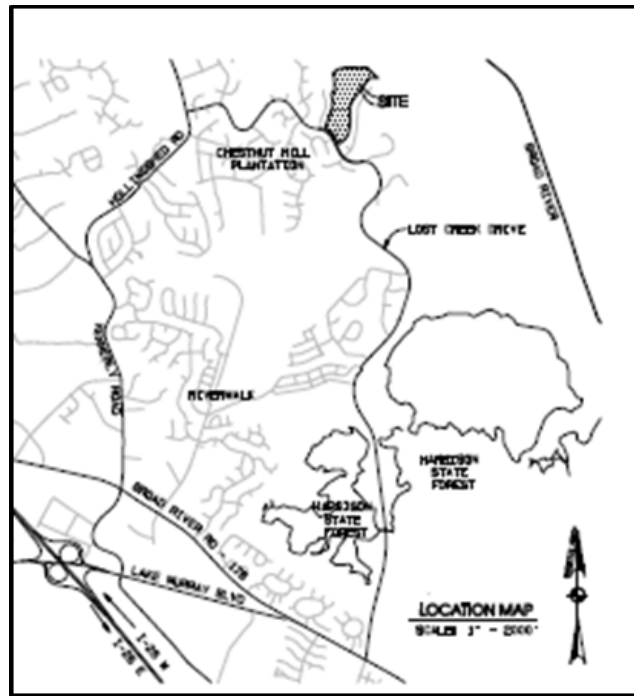
ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

Exhibit 1: Location of the Proposed Development: TMS# R24500-06-10

A.



B.



Exhibit 2: Sketch plan: TMS# R24500-06-10

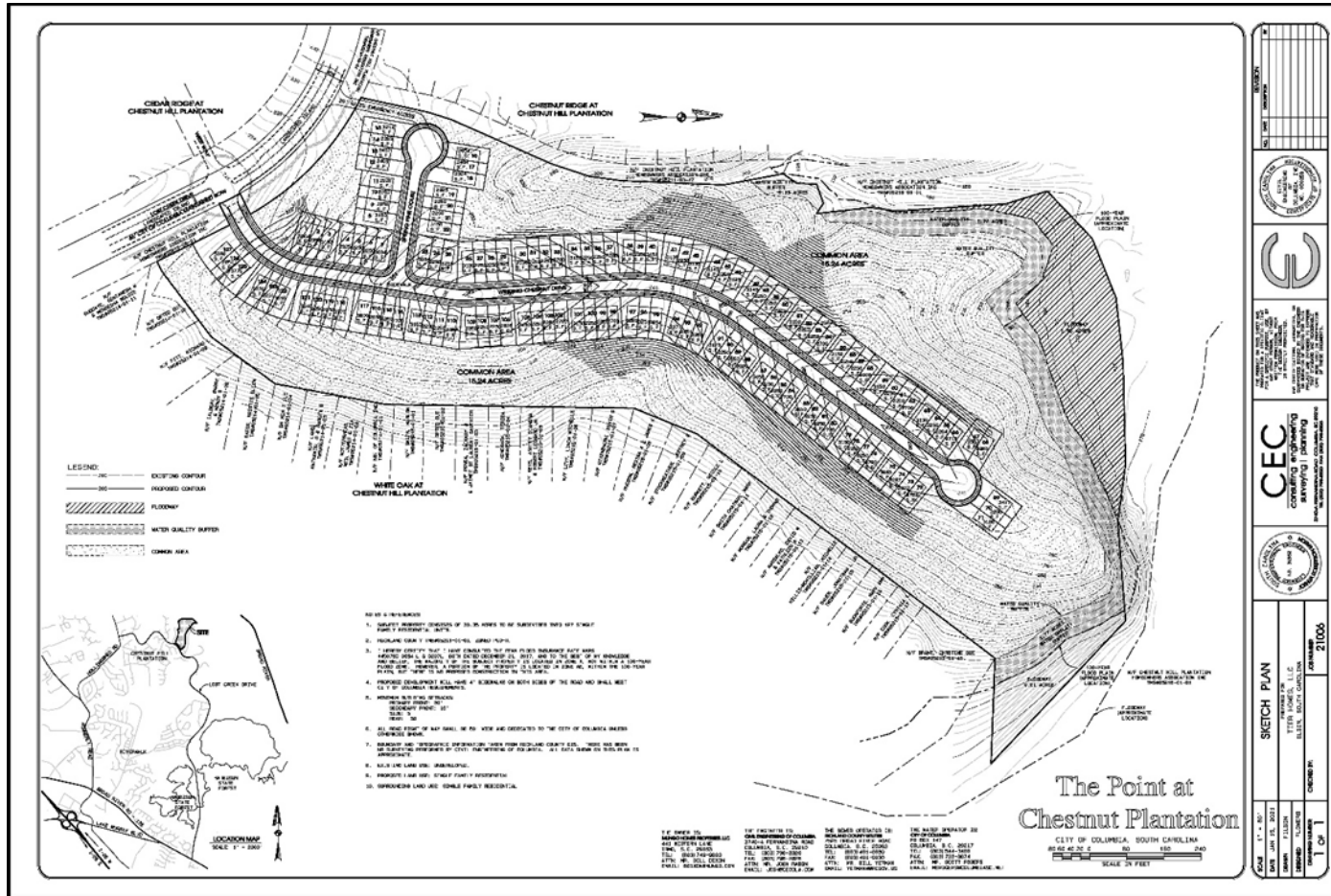


Exhibit 3: Willingness to serve letter: TMS# R24500-06-10



October 1, 2021

Elissa Filson
Senior Design Associate
3740-A Fernandina Rd
Columbia, SC 29210

Re: "Willingness to Serve Letter"
The Point at Chestnut Plantation
TMS # R05211-01-01

Dear Ms. Filson:

In response to your request on October 1, 2021, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities (RCU) has the capacity to serve the 127 REUs (38,100 gpd) for the development's sewer needs as indicated in the preliminary plan attached.

Your request has been entered into our Capacity Assurance Program as CAP E-2021008 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon approval, you will be able to submit plans and specifications in accordance with our Delegated Review Program (DRP).

The availability is valid for twelve (12) months from the date of council approval. If you have any questions, please contact me at 803-771-1235.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. H. Davis".

William (Bill) H. Davis, PE
Director of Utilities

Cc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer



Richland County Council Request for Action

Subject:

Community Planning & Development – TetraTech Change Order 14

Notes:

October 26, 2021 – The A&F Committee recommended Council approve the contract extension for the agreement between Richland County and TetraTech.



Agenda Briefing

Prepared by:	Sara Scheirer	Title:	Grants & Community Development Manager	
Department:	Community Planning & Development	Division:	Community Development	
Date Prepared:	October 12, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email	Date:	October 13, 2021	
Budget Review	James Hayes via email	Date:	October 13, 2021	
Finance Review	Stacey Hamm via email	Date:	October 13, 2021	
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP		
Committee	Administration & Finance			
Subject:	TetraTech Change Order 14			

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of the contract extension for the agreement between Richland County and Tetra Tech.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County has expended roughly \$26 million dollars of the originally allocated \$30 million in CDBG-DR funds. Richland needs Tetra Tech’s assistance with the final expenditures and closeout portion of the grant funds.

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

None.

REGULATORY COMPLIANCE:

This proposal complies with HUD and County procurement policies and related regulations.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The flooding event that impacted the State of South Carolina from Oct 1-5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the state. Richland County was one of the most impacted areas, with substantial residential damages and hundreds of roads impassable. Many low to moderate income homeowners experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result, Richland County was provided a direct allocation of \$30,770,000.00 in U.S. Department of Housing and Urban Development (HUD) CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County developed, and HUD approved, an Action Plan which must be followed in order to distribute these funds.

Richland County approved Task Order No.7-2016-RichlandCo for Tetra Tech, Inc. (Tetra Tech) to provide experienced staff to help develop the processes for administering CDBG-DR funds and implement the resulting housing programs thru June 26, 2017. Since then, 13 Change Orders have been executed, and Richland County has expended roughly \$26 million dollars of its original allocation.

Richland County Community Development supports this Change Order and would like to continue working with Tetra Tech on the remaining projects and closeout of the CDBG-DR Grant. We feel strongly that Tetra Tech's expertise and historical knowledge of the programs and projects executed is necessary for a clean and timely closeout of the CDBG-DR Grant.

The alternative to not approving this extension would be a halt in performing critical housing repairs and reconstructions, negative QPR reports to HUD for progress made, and a delay in grant closeout. Furthermore, the cost in time and resources to hire a different vendor and get them up to speed would significantly deplete the remaining fund balance and provide no benefit to the program, and would reduce the number of customers that could be served.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Task Order No. 7-2016-RichlandCo
2. Change Order Authorization No. 14
3. County Council Minutes (March 16, 2021)

**RICHLAND COUNTY, SOUTH CAROLINA
TASK ORDER No. 7-2016-RichlandCo**

Richland County, South Carolina (County) hereby authorizes the services to be performed by Tetra Tech, Inc. (Tetra Tech) for the period of performance and estimated budget set forth herein:

PROJECT: Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services -- October/2015 Severe Storm and Flooding

DURATION OF WORK:

Estimated period of performance is from **June 27, 2016** through **June 26, 2017**

To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.

SCOPE OF SERVICES:

The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A**.

ESTIMATED COST (not to exceed):

Initial Not-to Exceed (NTE) Amount: **\$996,843.00**

The cost is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Richland County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the **Richland County RFP No. RC-651-P-2016** for Consulting and Representation Services - Disaster Recovery. Exhibit 1 shows the estimated project cost breakdown.

Exhibit 1: Estimated Cost Breakdown
(Includes labor, materials, and travel expenses)

Task	Estimated # of Staff	Estimated Hours	Estimated Cost
Assistant CDBG-DR Program Manager ¹	1	1,820	\$318,500
CDBG-DR Case Workers Outreach/Intake and Application Review Specialists ²	3	5,040	\$543,600
Project Related Expenses			\$134,743
Estimated Total:			\$996,843

¹ Assumes 40hrs/week for 6 months on site followed by 30hrs/week during months 7-12. Work during months 7-12 may be performed onsite and remotely.

² Assumes 3 case workers (one lead serving as housing program manager and 2 subordinates) working 40hrs/wk. Lead will start month 2. The remaining 2 case workers will start month 4.

OTHER DIRECT COST (ODC):

Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up and with approved documentation (bills/receipts are required); 2) lodging shall be invoiced up to the GSA per diem rate (receipts are required; must be itemized on a daily basis and broken down per person); 3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); 4) mileage shall be invoiced at the federally published rate; 5) Field documents and other equipment/supplies shall be invoiced at cost, without markup and with approved documentation, and 6) other required non-labor expenses as may be applicable to the project and pre-approved by the County shall be invoiced at cost, without mark-up (receipts are required).

INVOICE AND PAYMENT:

Monthly Invoices -- Invoices are to be mailed to:


Richland County Finance Dept.
P.O. Box 192
Columbia, SC 29204

Payment terms are Net 30 days -- Payments are to be mailed to:

Tetra Tech, Inc.
PO 911642
Denver, CO 80291-1642

APPROVED BY:


Tetra Tech, Inc.

Signature: 

Name: Jonathan Burgiel

Title: Vice President/Ops Manager

Richland County, South Carolina

Signature: 

Name: Warren Harley

Title: Asst. County Admin.

EXHIBIT A SCOPE OF SERVICES

Background and Purpose

The flooding event that impacted the State of South Carolina from Oct 1 thru 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. Richland County was one of the most impacted areas, with many residents' homes flooded and hundreds of roads made impassable. As a result of the storm, many homeowners, many with low to moderate income, experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, Richland County was provided a direct allocation of \$23.5 million in HUD CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County must develop and implement a plan to manage these funds meticulously and comply with all HUD regulations.

It is anticipated that the CDBG-DR funds will be expended over a period of up to 6 years with approximately 3 to 4 months for pre-implementation planning and 30 days of post-implementation closeout paperwork for a total project timeline (i.e., pre-planning, implementation and closeout) of up to 5.5 years however it is anticipated that the funds will be expended in a much shorter time period).

Tetra Tech, Inc. (Tetra Tech) has been requested by Richland County (the "County") to provide experienced staff to help develop the processes for administering the CDBG-DR funds and implement the resulting housing and infrastructure programs.

Scope of Work

The County has requested that the following technical positions be provided by Tetra Tech:

- Assistant CDBG-DR Program Manager
- Three (3) CDBG-DR Case Workers Outreach/Intake and Application Review Specialists (one with housing program management experience)

Project responsibilities to be performed by Tetra Tech along with the level of effort in hours during the 12 months of this task order are provided in **Exhibit B**.

Project Timeline

The scope of work is based on a 12 month timeframe beginning June 27, 2016 and extending out until June 26, 2017. The project work schedule will be reviewed during the last 90 days of this 12 month work schedule to determine if a work extension is required for one or more of the positions budgeted for in this task order.

Assumptions

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.

- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on-site at Richland County offices or participate via conference call during the performance period. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the County and Tetra Tech. It is envisioned that case management staff, cost estimators and inspectors will be located on site in Richland County. It is anticipated that the Assistant CDBG-DR Program Manager will work on site for up to 6 months. It is assumed that after 6 months, the Assistant CDBG-DR Program Manager may work alternating weeks onsite and remotely.
- **Period of Performance.** To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended and expenses incurred in the prior calendar month. Invoice payment terms are net 30 days.

**EXHIBIT B
POSITION DESCRIPTION**

Position: CDBG-DR Assistant Program Manager

This Tetra Tech position will report directly to the County's Community Development Director and will assist the County with management of the day to day activities and the staff of the County's CDBG-DR Programs for housing buyouts, rehabilitation and elevation, infrastructure and economic development programs.

Description of role and responsibilities – More specifically, the position will provide technical guidance, strategic direction and management assistance to the County's Community Development Director for the development and implementation of the County's \$23.5 million CDBG-DR program by providing the following specific services:

- Manage the development of the implementation plan/evidence of financial control³ to be submitted 30 days after the public notice is published by US HUD and the Action Plan which is due 90 days after the public notice if published in the Federal Register by US HUD
- Manage the development of the policy and program guidelines for the CDBG-DR programs which are in compliance with US HUD guidelines and the County's Action Plan;
- Work with the County's Information Technology Department to develop the electronic application and the intake and case management systems and processes;
- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the develop the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet HUD requirements for Davis Bacon, The Uniform Relocation Act requirements;
- Manage the development of the Duplication of Benefits review.
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the solicitation process of the contractors for the work associated with the CDBG-DR programs and projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Assist with the coordination between the County's Community Development Director and the County's Legal Department to develop the project agreements between the County and the contractors;

³ This is a new HUD requirement and the official definition of this document will be included in the Public Notice published in the Federal Register

- Develop and deliver, along with the County Community Director training of internal County staff on the implementation of the CDBG-DR program.
- Develop and deliver training programs on the County's CDBG-DR program for the construction contractors;
- Communication with senior leadership and elected officials with the coordination and direction of the County's Community Director and/or the County Administrator;
- Attend client's internal staff meetings at the request of the Community Development Director
- Attend meetings and conference calls with US HUD with the Community Development Director;
- Travel throughout the County and visit sites of proposed projects and projects;
- Assist with the preparation of materials for and attend public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses along with the Community Development Director and other representatives of the County;
- Attend the County's Blue Ribbon Advisory Committee along with the Community Development Director and representatives from the County;
- Attend the County's Work Group meetings along with the Community Development Director and representatives from the County;
- Attend other meetings as assigned with the Community Development Director and representatives from the County;
- Interface with County Departments along with the Community Development Director;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding;
- Attend meetings with the State of South Carolina along with the Community Development Director and/or appropriate representatives from the County; and
- Interface with the general public.

The position will report to the County Administrative Building and Community Development Director full-time (minimum of 40 hours per week) for the first 120 days (6 months) of the implementation program for a total of 1,040 hours. After the first 120 days are complete, the County and Tetra Tech will mutually agree to the number of hours assigned to this position for the next 120 days. At a minimum, the position will report for a minimum of 30 hours per week for the next 120 days during the first year of the program's implementation, for a total of 1,820 hours.

Assumption: It is assumed that the County's Community Development Director or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County

Position: CDBG-DR Case Managers Outreach/Intake and Application Review Specialist

These three (3) Tetra Tech management positions will report directly to Tetra Tech's Assistant CDBG-DR Program Manager and the County's Community Development Director. These positions will provide case management services related to the County's CDBG-DR Implementation programs for housing program, infrastructure program and economic development program. One of the three positions will be an experienced CDBG-DR housing program manager that will provide oversight and management to the other Tetra Tech and County CDBG-DR case managers.

Description of role and responsibilities – More specifically, there will be one case manager position assigned to manage each of the following programs - Housing Program, Infrastructure Program and Economic Development Program. These three positions will provide technical guidance, strategic direction and management services during the implementation of the County's CDBG-DR program. It is important to note that these three case managers may provide assistance to each other to process and manage projects under each of the programs. The number of projects under each program will be determined by the unmet needs and the number of applications submitted to the County. The roles and responsibilities are as follows:

- Manage the implementation of the individual programs developed in the Action Plan;
- Provide expert technical assistance to the County and the applicants on CDBG-DR requirements and regulations;
- Meet with the residents, citizens, business owners and property owners interested in CDBG-DR assistance;
- Meet with prospective applicants to describe the program, review applicable required materials and provide technical assistance on the application;
- Review submitted applications for compliance with the program guidelines and policies;
- Review and evaluate applications for compliance with all of the County's CDBG-DR policies, procedures and guidelines for the programs and provide recommendations for decisions;
- Coordinate with the internal staff to conduct site inspections of proposed projects and the development of the damage assessment, cost estimate and definition of the scope of work for the application;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with CDBG-DR program requirements;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Meet with applicants to advise them regarding the award and the time schedule for the completion of the project;
- Manage the data and information for the assigned applications and cases per the required policies and procedures to ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;

- Coordinate with the internal CDBG-DR Inspectors/Cost estimators to assign inspectors to inspect the construction work that is being completed, (including the County's Building Department and Floodplain Manager for relevant inspections);
- If required; coordinate with the internal staff to conduct required title searches and appraisals;
- Manage the interface with the selected contractor for the work to monitor the completion of the work; compliance with the County's policies and procedures;
- Evaluate issues and work with the Assistant CDBG-DR Program Manager to developed proposed solutions;
- Prepare a written recommendation on the received applications;
- Review and provide recommendation for invoices submitted to the County;
- Attend required training programs on the County's CDBG-DR program offered by the County;
- Communication with senior leadership staff from clients including elected officials;
- Attend client's internal staff meetings at the request of the Community Development Director and the Tetra Tech's Assistant CDBG-DR Program Manager;
- Travel throughout the County and visit sites of proposed projects;
- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;
- Attend other meetings as assigned with the Community Development Director and representatives from the County;
- Interface with County Departments along with the Community Development Director;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding; and
- Prepare applicable written correspondence to applicants for the County's Community Development Director's approval and signature.

Each of the three positions will report to the County Administrative Building daily. They will be managed by the Tetra Tech's Assistant CDBG-DR Program Manager and the Community Development Director for an average of 40 hours per week, for each position, beginning month 2 for the lead case worker and month 4 for the remaining 2 case workers. The total number of hours for the first year of the task order would be between 5,040 hours. After the first year, hours will be assigned at a mutually agreeable rate.

Assumption: It is assumed that the County's Community Development Director or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Richland County, South Carolina
CDBG-DR Planning and Implementation Services
Proposal

June 27, 2016

Background and Purpose

The flooding event that impacted the State of South Carolina from Oct 1 thru 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. Richland County was one of the most impacted areas, with many residents' homes flooded and hundreds of roads made impassable. As a result of the storm, many homeowners, many with low to moderate income, experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, Richland County was provided a direct allocation of \$23.5 million in HUD CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County must develop and implement a plan to manage these funds meticulously and comply with all HUD regulations.

It is anticipated that the CDBG-DR funds will be expended over a period of up to 6 years with approximately 3 to 4 months for pre-implementation planning and 30 days of post-implementation closeout paperwork for a total project timeline (i.e., pre-planning, implementation and closeout) of up to 5.5 years however it is anticipated that the funds will be expended in a much shorter time period).

Tetra Tech, Inc. (Tetra Tech) has been requested by Richland County (the "County") to provide experienced staff to help develop the processes for administering the CDBG-DR funds and implement the resulting housing and infrastructure programs.

Scope of Work

The County has requested that the following technical positions be provided by Tetra Tech:

- Assistant CDBG-DR Program Manager
- 3 CDBG-DR Case Workers Outreach/Intake and Application Review Specialists (one with housing program management experience)

Project responsibilities to be performed by Tetra Tech along with the level of effort in hours during the 12 months of this task order are provided in Attachment A.

PROJECT SCHEDULE/TIMELINE

Tetra Tech will work with County to determine if the delivery schedule below is appropriate given County's priorities and operational considerations. The current scope of work is based on a 12 month timeframe beginning June 27, 2016 and extending out until June 26, 2017. The project work schedule will be reviewed during the last 90 days of this 12 month work schedule to determine if a work extension is required for one or more of the positions budgeted for in this task order.

PROJECT COST PROPOSAL

The proposed estimated budget is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Richland County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the Richland County RFP No. RC-651-P-2016 for Consulting and Representation Services - Disaster Recovery. Exhibit 1 shows the estimated cost breakdown by project tasks.

Exhibit 1: Estimated Cost Breakdown by Staff Position

(Includes labor, materials, and travel expenses)

Position	# of Staff	Hours	Estimated Cost
Assistant CDBG-DR Program Manager ¹	1	1,820	\$318,500
CDBG-DR Case Workers Outreach/Intake and Application Review Specialists ²	3	5,040	\$543,600
Project Related Expenses			\$134,743
Estimated Total:		6,860	\$996,843

This estimate is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the County's needs; Tetra Tech would be willing to negotiate a revised scope and budget.

PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on-site at Richland County offices or participate via conference call during the performance period. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the County and Tetra Tech. It is envisioned that case management staff, cost estimators and inspectors will be located on site in Richland County. It is anticipated that the Assistant CDBG-DR Program Manager will work on site for up to 6 months. It is assumed that after 6 months, the Assistant CDBG-DR Program Manager may work alternating weeks onsite and remotely.

¹ Assumes 40hrs/week for 6 months on site followed by 30hrs/week during months 7-12. Work during months 7-12 may be performed onsite and remotely.

² Assumes 3 case workers (one lead serving as housing program manager and 2 subordinates) working 40hrs/wk. Lead will start month 2. The remaining 2 case workers will start month 4.

- **Period of Performance.** To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended and expenses incurred in the prior calendar month. Invoice payment terms are net 30 days.

For questions concerning this proposal, please contact the representatives listed below.

Contractual representative:

Ms. Betty Kamara

(321) 441-8518 | (407) 803-2551

Technical representative:

Mr. Jonathan Burgiel

(407) 342-2282

Attachment A

Position: CDBG-DR Assistant Program Manager

Position Description

This Tetra Tech position will report directly to the County's Community Development Director and will assist the County with management of the day to day activities and the staff of the County's CDBG-DR Programs for housing buyouts, rehabilitation and elevation, infrastructure and economic development programs.

Description of role and responsibilities – More specifically, the position will provide technical guidance, strategic direction and management assistance to the County's Community Development Director for the development and implementation of the County's \$23.5 million CDBG-DR program by providing the following specific services:

- Manage the development of the implementation plan/evidence of financial control³ to be submitted 30 days after the public notice is published by US HUD and the Action Plan which is due 90 days after the public notice if published in the Federal Register by US HUD
- Manage the development of the policy and program guidelines for the CDBG-DR programs which are in compliance with US HUD guidelines and the County's Action Plan;
- Work with the County's Information Technology Department to develop the electronic application and the intake and case management systems and processes;
- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the develop the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet HUD requirements for Davis Bacon, The Uniform Relocation Act requirements;
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the solicitation process of the contractors for the work associated with the CDBG-DR programs and projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Coordinate between the County's Community Development Director and the County's Legal Department to develop the project agreements between the County and the contractors;

³ This is a new HUD requirement and the official definition of this document will be included in the Public Notice published in the Federal Register

- Develop and deliver, along with the County Community Director training of internal County staff on the implementation of the CDBG-DR program.
- Develop and deliver training programs on the County's CDBG-DR program for the construction contractors;
- Communication with senior leadership staff from clients including elected officials;
- Attend client's internal staff meetings at the request of the Community Development Director
- Attend meetings and conference calls with US HUD with the Community Development Director;
- Travel throughout the County and visit sites of proposed projects and projects;
- Assist with the preparation of materials for and attend public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses along with the Community Development Director and other representatives of the County;
- Attend the County's Blue Ribbon Advisory Committee along with the Community Development Director and representatives from the County;
- Attend the County's Work Group meetings along with the Community Development Director and representatives from the County;
- Attend other meetings as assigned with the Community Development Director and representatives from the County;
- Interface with County Departments along with the Community Development Director;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding;
- Attend meetings with the State of South Carolina along with the Community Development Director and/or appropriate representatives from the County; and
- Interface with the general public.

The position will report to the County Administrative Building and Community Development Director full-time (minimum of 40 hours per week) for the first 120 days (6 months) of the implementation program for a total of 1,040 hours. After the first 120 days are complete, the County and Tetra Tech will mutually agree to the number of hours assigned to this position for the next 120 days. At a minimum, the position will report for a minimum of 30 hours per week for the next 120 days during the first year of the program's implementation, for a total of 1,820 hours.

Assumption: It is assumed that the County's Community Development Director or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Position: CDBG-DR Case Managers Outreach/Intake and Application Review Specialist

Position Description

These three (3) Tetra Tech management positions will report directly to Tetra Tech's Assistant CDBG-DR Program Manager and the County's Community Development Director. These positions will provide case management services related to the County's CDBG-DR Implementation programs for housing program, infrastructure program and economic development program. One of the three positions will be an experienced CDBG-DR housing program manager that will provide oversight and management to the other Tetra Tech and County CDBG-DR case managers.

Description of role and responsibilities – More specifically, there will be one case manager position assigned to manage each of the following programs - Housing Program, Infrastructure Program and Economic Development Program. These three positions will provide technical guidance, strategic direction and management services during the implementation of the County's CDBG-DR program. It is important to note that these three case managers may provide assistance to each other to process and manage projects under each of the programs. The number of projects under each program will be determined by the unmet needs and the number of applications submitted to the County. The roles and responsibilities are as follows:

- Manage the implementation of the individual programs developed in the Action Plan;
- Provide expert technical assistance to the County and the applicants on CDBG-DR requirements and regulations;
- Meet with the residents, citizens, business owners and property owners interested in CDBG-DR assistance;
- Meet with prospective applicants to describe the program, review applicable required materials and provide technical assistance on the application;
- Review submitted applications for compliance with the program guidelines and policies;
- Review and evaluate applications for compliance with all of the County's CDBG-DR policies, procedures and guidelines for the programs and provide recommendations for decisions;
- Coordinate with the internal staff to conduct site inspections of proposed projects and the development of the damage assessment, cost estimate and definition of the scope of work for the application;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with CDBG-DR program requirements;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Meet with applicants to advise them regarding the award and the time schedule for the completion of the project;
- Manage the data and information for the assigned applications and cases per the required policies and procedures to ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;

- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- Coordinate with the internal CDBG-DR Inspectors/Cost estimators to assign inspectors to inspect the construction work that is being completed, (including the County's Building Department and Floodplain Manager for relevant inspections);
- If required; coordinate with the internal staff to conduct required title searches and appraisals;
- Manage the interface with the selected contractor for the work to monitor the completion of the work; compliance with the County's policies and procedures;
- Evaluate issues and work with the Assistant CDBG-DR Program Manager to developed proposed solutions;
- Prepare a written recommendation on the received applications;
- Review and provide recommendation for invoices submitted to the County;
- Attend required training programs on the County's CDBG-DR program offered by the County;
- Communication with senior leadership staff from clients including elected officials;
- Attend client's internal staff meetings at the request of the Community Development Director and the Tetra Tech's Assistant CDBG-DR Program Manager;
- Travel throughout the County and visit sites of proposed projects;
- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;
- Attend other meetings as assigned with the Community Development Director and representatives from the County;
- Interface with County Departments along with the Community Development Director;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding; and
- Prepare applicable written correspondence to applicants for the County's Community Development Director's approval and signature.

Each of the three positions will report to the County Administrative Building daily. They will be managed by the Tetra Tech's Assistant CDBG-DR Program Manager and the Community Development Director for an average of 40 hours per week, for each position, beginning month 2 for the lead case worker and month 4 for the remaining 2 case workers. The total number of hours for the first year of the task order would be between 5,040 hours. After the first year, hours will be assigned at a mutually agreeable rate.

Assumption: It is assumed that the County's Community Development Director or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

MASTER SERVICES AGREEMENT
DATED JANUARY 1, 2016
BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA

TETRA TECH, INC.

This Amendment is made this 12th day of October, 2021 by and between Richland County, South Carolina (the "County") and Tetra Tech, Inc. (the Contractor).

WHEREAS the County and the Contractor entered into a Consulting and Representation Services- Disaster Recovery Agreement, dated January 1, 2016 and

WHEREAS, the County and Contractor now desire to amend the Contract in accordance with RC-651-P-2016 Section F. of the contract documents as described below

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained in the Contract, Proposal, and this Amendment, the County and the Contractor agree to extend and amend the Contract as follows:

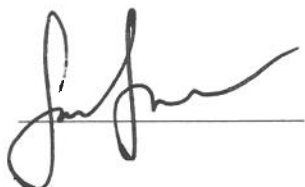
- 1. To extend the contract between the County and the Contractor for a renewal term of one (1) year.

Any additional cost shall be mutually agreed upon by the County and the Contractor and shall be outlined in a task order in accordance with the provisions of the contract.

Except as expressly amended by this document, the Contract remains in full force and effect and legally binding upon the County and the Contractor.


WITNESS:


RICHLAND COUNTY


County Administrator

WITNESS:

TETRA TECH, INC.


Betty Kamara
Contracts Administrator
Jonathon Burgiel
Business Unit President

Richland County Attorney's Office

Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

**RICHLAND COUNTY, SOUTH CAROLINA
TASK ORDER No. 7-2016-RichlandCo**

**CHANGE ORDER
AUTHORIZATION No. 14
Effective date: November 5, 2021**

In accordance with **TASK ORDER No. 7-2016-RichlandCo** dated June 27, 2016 between **Richland County, South Carolina** (County) and **Tetra Tech, Inc.** (Tetra Tech), County hereby authorizes the following **Scope of Services** to be performed for the **Period of Performance** and **Estimated Project Cost** as set forth herein:

PROJECT: Community Development Block Grant Disaster Recovery (CDBG-DR) Planning and Implementation Services – October/2015 Severe Storm and Flooding

The Task Order is amended as follows:

SCOPE OF SERVICES:

Delete: The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A13**.

Add: The County and Tetra Tech agree that Tetra Tech will provide services described in the scope of work attached hereto as **Exhibit A14**.

PROJECT SCHEDULE/TIMELINE:

The new Period of Performance will end on May 6, 2022. The project work schedule will be reviewed during the last 30 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

ESTIMATED COST (not to exceed):

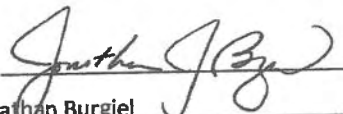
The increase to the budget for this change order is \$477,901.00 for the initial six-month period of this Change Order. The estimated cost to exceed may increase based on additional months requested after the initial six-month phase of this Change order at a cost not-to-exceed of \$79,650 per additional month. The project not-to-exceed amount for the period of November 5, 2021 – May 6, 2022 will increase from \$6,060,545 to \$ 6,538,446.00.

All other terms of **TASK ORDER No. 7-2016-RichlandCo** shall continue in full force and effect unless further amended by the Parties.


APPROVED BY:

Tetra Tech, Inc.

Richland County, South Carolina

Signature: 
Name: Jonathan Burgiel
Title: Business Unit President
Date: October 7, 2021

Signature: _____
Name: _____
Title: _____
Date: _____


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

**TASK ORDER No. 7-2016-RichlandCo
Change Order No. 14
Page 1 of 10**

EXHIBIT A14

Richland County, South Carolina CDBG-DR Planning and Implementation Services FOURTEENTH Change Order Request

November 5, 2021

BACKGROUND AND PURPOSE

The flooding event that impacted the State of South Carolina from Oct 1 thru 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. Richland County was one of the most impacted areas, with many residents' homes flooded and hundreds of roads made impassable. As a result of the storm, many homeowners, many with low to moderate income, experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, Richland County was provided a direct allocation of \$23.5 million in U.S. Department of Housing and Urban Development (HUD) CDBG-DR funds to assist the County with the unmet needs of its citizens from the storm. The County has developed and had HUD approve an Action Plan and must implement the plan to manage these funds meticulously and comply with all HUD regulations.

Richland County (the "County") approved **Task Order No. 7-2016-RichlandCo** for Tetra Tech, Inc. (Tetra Tech) to provide experienced staff to help develop the processes for administering the CDBG-DR funds and implement the resulting housing programs thru June 26, 2017. This Task Order No. 7 was subsequently modified without an increase in budget (**Task Order No. 7-2016-RichlandCo Change Order #1**) to include certain Tetra Tech staff to the task order to handle tasks associated with applicant intake, processing, funding approval, and field work management.

The County approved a second change order (**Task Order No. 7-2016-RichlandCo Change Order #2**) to authorize Tetra Tech to provide a full complement of staff to plan and implement the County's CDBG-DR program thru June 15, 2017 without changing the original task order budget (attached hereto as Attachment B).

The County subsequently approved a third change order to the scope and budget (**Task Order No. 7-2016-RichlandCo – Change Order #3**) to authorize Tetra Tech to provide CDBG-DR staffing thru February 28, 2019 during which time it was anticipated the majority of the CDBG-DR funds would have been expended. This third change order covered work beginning June 27, 2016 and continuing through February 28, 2019. The third change order increased the amount of the not to exceed cost for Tetra Tech's services from \$996,843 to \$2,968,564.

In February, 2017, Richland County formally sought additional CDBG-DR funding from HUD. As a result, HUD awarded Richland County an additional \$7.25 million in HUD CDBG-DR funds to further assist the County with unmet needs of its citizens from the storm. As a result of this additional funding, the County has requested Tetra Tech to submit a fourth change order to extend the period of performance through December 31, 2019 in order to administer the additional HUD funding. (**Task Order No. 7-2016-RichlandCo – Change Order #4**). This additional change order covers the increased project costs with repairing an increased number of single-family homes and/or replacing mobile home units from an originally estimated 178 units to up to 200 units. This fourth change order covers work beginning June 27, 2016 and continuing through December 31, 2019. It is anticipated that any remaining work beyond December 31, 2019 would be transitioned to County staff for project wrap-up and closeout. This fourth change order will also increase the amount of the not to exceed cost for Tetra Tech's services from \$2,968,564 to \$4,268,564.

On June 31, 2018, the task order that was paying for the Project Manager's travel expenses ends. Prior to June 13, 2018, the Project Manager's time was split amongst several other Richland County task orders. Starting July 1, 2018, the Project Manager will focus his time on **Task Order No. 7-2016-RichlandCo. Change Order #5** increased the amount of the not to exceed cost for Tetra Tech's services from \$4,268,564 to \$4,365,059 to cover the Project Manager's travel expenses under **Task Order No. 7-2016-RichlandCo**.

In March, 2019, Richland County made a decision to implement control and oversight changes to the CDBG-DR program. At the time, the cost to this change had not been determined. This change order reflects the cost of the changes found in **Change Order #6** and the increased period of performance in **Change Order #7**.

TASK ORDER No. 7-2016-RichlandCo
Change Order No. 14
Page 2 of 10

In March, 2020, Richland County as well as the entire country was impacted by COVID19. The impact to the project was primarily a delay in construction. Therefore, Richland County requests that Tetra Tech extend its project management services until October 2, 2020. This change order reflects the cost of the changes found in Change Order #7 and the increased period of performance in Change Order #8.

In September, 2020, the decreased activity as a result of COVID-19 resulted in significant project savings. Also, the County shifted an additional \$1,050,000 of funds into the SFHRP resulting in a need to extend Tetra Tech's period of performance until December 31, 2020. This no-cost change order reflects those changes.

In December, 2020, Richland County requested an extension of the period of performance to February 5, 2021 for Tetra Tech to manage the \$1,050,000 in additional funds into the SFHRP.

In January, 2021, Richland County requested an extension of the period of performance to March 12, 2021 for Tetra Tech to continue managing the \$1,050,000 in additional funds for the SFHRP.

In February, 2021, Richland County requested an extension of the period of performance to September 30, 2021 for Tetra Tech to finish managing the \$1,050,000 and close out the SFHRP program.

In June, 2021, Richland County received an 18 month Extension for its SFHRP Program from HUD to continue its activities and expend its monies on the SFHRP Program.

In August, 2021, Richland County completed its CDBG-DR Buy-Out Program, and identified approximately \$400,000.00 that it is requesting HUD to be redirected to the SFHRP program for additional Repairs and Rebuilds.

In September, 2021, Richland County is starting 5 additional SFHRP Repair projects, with several others to follow during the next quarter. There are currently 4 additional Rebuild projects funded ready to go to Construction. There are numerous additional Repair projects in the pipeline, and a number of unserved homeowners remaining on the books. The County Administrator executed a 5-week extension for continuation of services through November 5, 2021.

SCOPE OF WORK

The County has requested that the following technical staff/services be provided by Tetra Tech:

- 1 CDBG-DR Project Manager
- 1 Case Worker Outreach/Intake and Application Review Specialist
- Lead-Based Paint Inspectors
- 2 Inspector/Cost Estimators
- Additional support as required

The staff shown for the positions listed will be phased in when required by the project and phased out when no longer required. Project responsibilities for each position to be performed by Tetra Tech (Attachment A) along with the level of effort in hours during this task order are provided in the exhibits below.

PROJECT SCHEDULE/TIMELINE

Tetra Tech will work with the County to determine if the delivery schedule below is appropriate given the County's priorities and operational considerations. The Change Order #14 scope of work is based on a 79-month timeframe beginning and extending to May 6, 2022 (the "Period of Performance"), with the option for up to 6 additional months on a month-to-month basis at the same monthly rate at the County's request. The project work schedule will be reviewed during the last 30 days of the Period of Performance and each succeeding month to determine if further work extension is required for one or more of the positions budgeted for in this task order.

PROJECT COST PROPOSAL

The proposed Change Order #14 budget of \$477,901.00 is based on Tetra Tech's current understanding of the project requirements and best estimate of the level of effort required for each position to perform the basic services over the 79-month Period of Performance and may be subject to change upon mutual agreement between Richland County and Tetra Tech.

The fee for the services will be based on a combination of Tetra Tech staff time and materials. The time and materials costs will be charged based on the actual hours of services furnished multiplied by Tetra Tech's hourly rate along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the Richland County RFP No. RC-651-P-2016.

**Exhibit 1: Cost Breakdown by Staff Position
For Period of Performance of
November 5, 2021 through May 6, 2022
(Includes labor, materials, and travel expenses)**

Position	Estimated # of Staff	Estimated Hours	Estimated Cost
CDBG-DR Program Manager	1	1044	\$140,940
CDBG-DR Compliance Manager/ Case Workers Outreach/Intake	1	1044	\$88,740
Inspectors/Cost Estimators	2	2088	\$240,120
Principal in Charge		0	\$0
Electronic Records/IT Specialist		0	\$0
Other Support²		30	\$2,700
Other Project Related Expenses Support³			\$5,401
Estimated Total:		4206	\$477,901

PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Budget and Staffing Level Assumptions.** The proposed staffing levels and hours for each position are based on our best estimates assuming a mix of programs utilizing the \$30.77 million in CDBG-DR monies allocated by HUD to Richland County. For the purposes of this scope and budget it is assumed that Tetra Tech will assist with the implementation of approximately \$18 million of housing rehabilitation projects. To the extent the mix of programs funded deviates from the estimates provided above, the anticipated level of effort outlined herein is subject to change.
- **Project Sponsor.** County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **County Oversight:** Tetra Tech is not responsible for selecting the general contractors doing the MHU replacements, SFR repairs, or rebuilds and therefore, cannot be liable for the performance of these contractors selected by and reporting to the County. Furthermore, since prior to this change order, Tetra Tech was not responsible for implementing the SFHRP program except for the scope of work outlined in the Task Order #7 as modified by the previous five change orders, Tetra Tech shall not be held responsible for any issues the program or County has as a result of decisions or actions by the County or other general contractors employed by the County in overseeing and running the overall SFHRP. From the time this change order goes into effect, Tetra Tech will become the implementing contractor responsible for implementing County policies and procedures as included in the County's Action Plan and the County's SFHRP Guidebook. Tetra Tech will not be responsible for developing policies and procedures, nor held liable for the County's policies and procedures contained in the County's Action Plan or the SFHRP Guidebook. Tetra Tech will be responsible to take the County's policy, guidance and direction from the County's SFHRP Oversight Committee as articulated in the

² Includes lead inspectors, environmental reviews, lab work, tech support, back office support, and SMEs.

³ Includes travel and other direct costs.

County's Action Plan and SFHRP Guidebook. Tetra Tech will advise the Oversight Committee as to changes in policies and procedures to be included or changed in the County's Action Plan and/or SFHRP Guidebook. Tetra Tech will keep the Oversight Committee informed of the performance of the program and any issues that may arise from the performance of the County's other contractors.

- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Payment for Incomplete Projects:** Tetra Tech will be compensated for work completed on a property even if the property owner decides to withdraw their application or the property is deemed ineligible to include, but not limited to, time spent on such properties for URA assistance, case management by Tetra Tech staff, inspections and cost estimation.
- **Lead-based Paint Clearance Tests:** Currently, the properties identified for repair have been tested for lead-based paint. Only twenty of these units tested positive for lead-based paint. This budget assumes that Tetra Tech will conduct ten clearance tests. Tetra Tech reserves the right to request an adjustment to the budget for costs associated with any additional lead-based paint tests or clearance tests or if the County's contractors fail to pass the clearance test.
- **Inspection Cost Estimate:** Currently, we are estimating 10 rehabs remaining to be completed in the period of performance. If additional properties above the 10 rehabs require repair cost estimates, Tetra Tech reserves the right to request an adjustment to the budget for costs associated with developing cost estimates for such additional properties. Tetra Tech will use Xactimate for developing estimate scopes of work and cost estimates.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on-site at Richland County offices or participate via conference call during the performance period. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the County and Tetra Tech. It is envisioned that case management staff; cost estimators and inspectors will be located on site in Richland County. It is anticipated that the Project Manager will work on site.
- **Period of Performance.** To the extent the Period of Performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended and expenses incurred. Invoice payment terms are net 30 days.

Attachment A
Position: CDBG-DR Project Manager
Position Description

This Tetra Tech position will report directly to the County's Oversight Committee or their designated representative and will manage the day to day activities and the staff of the County's CDBG-DR SFHRP Programs.

Description of role and responsibilities – More specifically, the position will provide technical guidance, strategic direction and management assistance to the County's Oversight Committee for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Develop all forms for tracking each step of the process for the implementation program;
- Manage the development of the data and information management procedures;
- Manage the development of the administrative procedures;
- Manage the development of internal compliance reports and monitoring process for quality control;
- Manage the process to design and ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and audatory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Develop processes and implementation plans that meet HUD requirements for the Uniform Relocation Act requirements;
- Manage the development of the Duplication of Benefits review.
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Assist with the coordination between the County's Oversight Committee and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the County Oversight Committee, training of internal County staff on the implementation of the SFHRP.
- Develop and deliver training programs on the County's SFHRP for the construction contractors;
- Communication with senior leadership and elected officials with the coordination and direction of the County's Oversight Committee and/or the County Administrator;
- Attend client's internal staff meetings at the request of the Oversight Committee designee;
- Attend meetings and conference calls with US HUD with the Oversight Committee designee;
- Travel throughout the County and visit sites of proposed projects and projects;
- Assist with the preparation of materials for and attend public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses along with the Oversight Committee and other representatives of the County;
- Attend the County's Blue-Ribbon Advisory Committee along with the Oversight Committee designee and representatives from the County;
- Attend the County's Work Group meetings along with the Oversight Committee designee and representatives from the County;
- Attend other meetings as assigned with the Oversight Committee and representatives from the County;
- Interface with County Departments along with the Oversight Committee or their designee;
- Work with the County staff and other Tetra Tech staff to identify opportunities to use and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with CDBG-DR program requirements;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;

- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- Coordinate with the internal SFHRP Inspectors/Cost Estimators to assign inspectors to inspect the construction work that is being completed, (including the County's Building Department and Floodplain Manager for relevant inspections);
- Manage the interface with the selected contractor for the work to monitor the completion of the work in compliance with the County's policies and procedures contained in the SFHRP Guidebook;
- Review and provide recommendation for invoices submitted to the County;
- Attend meetings with the State of South Carolina along with the Oversight Committee and/or appropriate representatives from the County; and
- Interface with the general public.

The position will report to the County Administrative Building and Oversight Committee designee each week for the entire period of performance.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of County employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Position: CDBG-DR Inspector/Cost Estimator
Position Description

This Tetra Tech position will report directly to the CDBG-DR Construction Manager and will assist the Construction Manager with management of the day to day construction management activities of the County's CDBG-DR SFHRP Programs.

Description of role and responsibilities – More specifically, the position will provide construction management, technical guidance, and management assistance to the CDBG-DR Construction Manager for the development and implementation of the County's SFHRP by providing the following specific services in accordance with The County's Action Plan and SFHRP Guidebook:

- Ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Manage the required Environmental Reviews of Record and Historic Preservation reviews for projects; Develop processes and implementation plans that meet HUD requirements for Davis Bacon, The Uniform Relocation Act requirements;
- Manage the process for damage assessments and development of project cost estimates and the scopes of work for the projects;
- Manage the solicitation process of the contractors for the work associated with the SFHRP programs and projects;
- Manage the construction process to ensure that work is being completed which would include the inspectors;
- Coordinate between the SFHRP Project Manager and the County's Legal Department to develop the project agreements between the County and the contractors;
- Develop and deliver, along with the SFHRP Project Manager training of internal County staff on the implementation of the CDBG-DR program.
- Develop and deliver training programs on the County's CDBG-DR program for the construction contractors;
- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Interface with County Departments along with the SFHRP Project Manager;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

Position: CDBG-DR Case Manager
Position Description

These Tetra Tech management positions will report directly to Tetra Tech's SFHRP Project Manager. This position will provide case management services related to the County's SFHRP programs.

Description of role and responsibilities – More specifically, this position will provide technical guidance, strategic direction and management services during the implementation of the County's SFHRP. The roles and responsibilities are as follows:

- Manage the implementation of the SFHRP developed in the Action Plan and in accordance with the SFHRP Guidebook;
- Provide expert technical assistance to the County and the applicants on SFHRP applicant requirements and regulations;
- Meet with the residents, citizens and property owners interested in SFHRP assistance;
- Meet with prospective applicants to describe the SFHRP, review applicable required materials and provide technical assistance on the application;
- Review submitted applications for compliance with the program guidelines and policies;
- Review and evaluate applications for compliance with all the County's SFHRP policies, procedures and guidelines in accordance with the County's Action Plan and SFHRP Guidebook and provide recommendations for decisions;
- Coordinate with the internal staff to conduct site inspections of proposed projects and the development of the damage assessment, cost estimate and definition of the scope of work for the application;
- Conduct eligibility calculations;
- Coordinate with the internal staff to conduct required inspections of projects for compliance with SFHRP program requirements in accordance with the County's Action Plan and SFHRP Guidebook;
- Coordinate with the County's staff to conduct required inspections of projects for compliance with the applicable County's codes, rules and regulations;
- Meet with applicants to advise them regarding the award and the time schedule for the completion of the project;
- Prepare documents for the Pre-Construction and Closing meetings;
- Coordinate and schedule Pre-Construction and Closing Meetings as required;
- Manage the data and information for the assigned applications and cases per the required policies and procedures to ensure accurate project work records are maintained and accessible to meet Grantee/Sub-Grantee needs and auditory requirements;
- Coordinate with the internal staff to assign the required Environmental Reviews of Record and Historic Preservation reviews for projects;
- Coordinate with the internal staff to assign and review the damage assessments, project cost estimates and the scopes of work for the projects;
- If required; coordinate with the internal staff to conduct required title searches and appraisals;
- Evaluate issues and work with the Assistant SFHRP Project Manager to developed proposed solutions;
- Prepare a written recommendation on the received applications;
- Review and provide recommendation for invoices submitted to the County;
- Attend required training programs on the County's SFHRP program offered by the County;
- Communication with senior leadership staff from clients;
- Attend client's internal staff meetings at the request of Tetra Tech's SFHRP Project Manager;
- Travel throughout the County and visit sites of proposed projects;

- Assist with the preparation of materials for public meetings, meetings with key stakeholder groups and residents, and meetings with property owners and businesses;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;
- Attend other meetings as assigned;
- Interface with County Departments;
- Work with the County staff and other Tetra Tech staff to identify opportunities to utilize and leverage the CDBG-DR funding with other Federal and State awarded funding for disaster recovery including HMGP, Flood Mitigation Assistance, FEMA 404 and 406 funding; and
- Prepare applicable written correspondence to applicants for the County's Oversight Committee approval and signature.

This position will report to the County Administrative Building daily. They will be managed by the Tetra Tech's SFHRP Project Manager an average of 40 hours per week.

Assumption: It is assumed that the County's Oversight Committee or the County's responsible representative will be responsible for making all binding and legal decisions related to the CDBG-DR program. This includes signing and approving decisions of award, contracts, invoices and requisitions for payment of CDBG-DR funding. It also includes the hiring, termination and discipline of county employees and contractors other than the Tetra Tech staff assigned to this project. This position will not provide legal services to the County.

The vote in favor was unanimous.

- b. CDBG-DR Planning and Implementation Services Task Order #7 Change Order #12 – Mr. Voignier noted last year Council approved the reallocation of \$1,050,000 from the Business Assistance Program to the Single Family Homeowner Repair Program under the County’s Community Development Block Grant-Disaster Recovery (CDBG-DR) grant. These funds would enable the repair program to serve additional homeowners who experienced storm-related damage to their homes from the 2015 flood, and who are on the program’s waiting list. At that time, staff identified that a change order for planning and implementation services would be necessary to facilitate the completion of the additional homes. Staff is now recommending approval of this change order to extend the period of performance for Tetra Tech from March 16, 2021 to September 30, 2021, at an additional not to exceed amount of \$945,621, to facilitate the completion of between 7-18 homes and finish out the repair program under the Disaster Recovery Plan.

Ms. Newton moved, seconded by Mr. O. Walker, to approve this item.

Ms. Terracio inquired why the number of additional homes is 7-18. It also seems to be quite a large amount to only pay the consultants.

Mr. Voignier responded the reason for the range in the number of homes is because they anticipate additional potential weather conditions over the next 6-months, as well as some impacts from COVID-19, which we continue to experience. They are committed to completing at least 7 homes. The reason for the extent of the change order is because Tetra Tech staff will be doubling their efforts to get as many homes done as possible. We believe we can complete up to 18 homes in 6 months. The other reason for the discrepancy, in the range of homes, is that we are still evaluating some of the homeowners on the waiting list, so we do not know if some of those homes will be rehabilitations or rebuilds. Rebuilding a home takes considerably more time and resources, as compared to rehabs. The change order is covering what they believe is the maximum amount, but he does not anticipate they will spend all of the funds because Tetra Tech has rolled savings in the past. The change order will also include HUD monitoring preparation.

Ms. Terracio inquired, if they do the 18 homes, it would cost approximately \$52,500 per home, which does not include the cost of the homes, but simply paying Tetra Tech.

Mr. Voignier responded in the affirmative. This is simply project delivery costs.

Ms. Terracio inquired if County staff will be working on this, but solely Tetra Tech work.

Mr. Voignier responded it is solely Tetra Tech.

Ms. Terracio noted her reservations and moved to defer this item. Mr. Malinowski seconded the motion.

Ms. Terracio inquired if anyone was going to lose their home if Council does not vote on this item.

Mr. Voignier responded, currently they have three homes they have opened, which no work is being conducted. Those individuals are in temporary relocation status, and the County is paying for their housing and/or storage.

Ms. Terracio inquired if Council votes on this change order tonight could these families be in their

rehabilitated homes before April 6th, when Council meets again.

Mr. Voignier responded it is possible. It will depend on how quickly the work can occur.

Ms. Terracio inquired how long work has been stopped.

Mr. Voignier responded the current change order expired March 12, 2021.

Ms. Terracio withdrew her motion for deferral.

Ms. Newton stated, for clarification, the change order is more or less equivalent t of a “not to exceed”. It is not saying we are going to spend this amount, but setting a threshold.

Mr. Voignier responded in the affirmative.

Ms. Newton inquired if it was correct to assume, historically, Tetra Tech has also “rolled over” savings, so the amount billed to the County was less than what we anticipated.

Mr. Voignier responded it would have been had they discontinued the program. They continued the program, so there were several months they were able to realize savings by carrying over funds from a previous change order. He noted they have received their CDBG mitigation funding, which has projects in it to address home repairs and rebuilds, as well. They are anticipating submitting RFPs over the next 30-45 days to bring in contractors for that work. If they were able to get the RFPs and people in place, they could potentially cancel the change order by July.

Ms. Newton stated, for clarification, pending additional funding, we would not hit the maximum threshold because we would redo a change order to incorporate a different program.

Ms. Voignier responded it would not be a change order, but a new contract.

Ms. Newton inquired if there would also be assistance for the County with the HUD reviews.

Mr. Voignier responded in the affirmative. Tetra Tech would be providing services for the HUD monitoring.

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

In Favor: Malinowski, Pugh, McBride, and Terracio

Opposed: Livingston, J. Walker, Barron, Mackey, English, and ,Newton

Present but Not Voting: O. Walker

The motion for deferral failed.

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

Ms. McBride requested clarification on what service delivery means.

Mr. Voignier responded all the project delivery activities are include on pp. 157 – 158 of the agenda.

**Regular Session
March, 16, 2021**

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Ms. McBride inquired as to why we are giving Tetra Tech the funds.

Mr. Voignier responded Tetra Tech conducts Tier I and II environmental reviews, lead-based paint testing, clearance tests, case management services, determine eligibility for relocation assistance, and inspect the performance of the contractors.

Ms. McBride stated, for clarification, Tetra Tech conducts technical assistance, and not any of the actual building.

Mr. Viognier responded they pay other contractors to do the construction on the homes.

Ms. McBride noted she wanted to clarify this money is not for actual construction. She assumes Tetra Tech has staff working on different projects for the County.

Mr. Voignier responded HUD considers this work to be project delivery work because these services can be billed to a property. They are not considered administrative or planning-related funds.

Mr. Malinowski inquired what QA and QC meant.

Mr. Voignier responded it stands for Quality Assurance and Quality Control.

Ms. Terracio inquire if anyone on staff has ever provided these kind of services, or does the County have the ability to do this themselves.

Mr. Voignier responded the County does not have the expertise to do this type of work. We have inspectors that inspect code, but they are not doing construction inspection. Tetra Tech's inspectors are going to make sure they have performed these duties in accordance to the scope of work. The County's inspectors do not cover that type of activity.

Ms. Terracio stated we are essentially paying up to \$50,000 per house for construction and inspection.

Mr. Voignier responded that is one of the services, but there are several more listed in the agenda.

Mr. Newton stated, for clarification, when Richland County was trying to manage the program exclusively, it resulted in us having to put the program on hold, and put the funding at risk, in terms of our ability to deliver homes.

Mr. Voignier responded in the affirmative. There were several issues that occurred because the County was trying to administer the program directly.

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

Opposed: Pugh, Terracio

Present but Not Voting: English

The vote was in favor.

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

**Regular Session
March, 16, 2021**

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In Favor: Pugh, McBride, Terracio, and Barron

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

The motion for reconsideration failed.

- c. 911 Call Center Proposal – This item was taken up in Executive Session.
- d. Emergency Rental Assistance Program – Mr. Brown noted in the packet is the culmination of items related to the Emergency Rental Assistance Program. Staff is asking for three things: (1) Approve the policy and procedures associated with the program; (2) Approve the use of the Contractor associated with this program; and (3) Move forward with this program in the beginning in April. Staff is requesting Council to approve this program with the changes addressed by Council members (i.e. publicizing the program on more than a digital platform; and to provide face-to-face assistance for individuals to sign-up).

Ms. McBride moved, seconded by Ms. Barron, to approve this item.

Ms. McBride inquired about the checks and balances for the appeals process.

Mr. Brown responded they can work on having different people involved in the appeals process and the submission process.

Ms. Barron inquired about the publicity and media plan, and how the information will be disseminated.

Ms. Harris noted they are looking at a multi-prong approach. We know we cannot rely on posting information on social media platforms and the website. One of the key components of getting information out is community partnerships by working with organizations that deal directly with renters in the community. We have already heard from some of these organizations. They are waiting for the information to go out so they can start working with the people they assist on a daily basis.

Ms. Barron stated we have to do our due diligence to ensure that everyone is included and no one is excluded for something as sensitive as this, and noting that people's housing is in the balance if we do not do our part. She inquired if we are on point with the target date and what does implementation look like.

Mr. King responded the target date is April 5th and are on target. If they are approved to move forward with this program, there are several steps that will take place, including putting together a final work plan. The plan has to be flexible. Today, they received additional guidance from the US Treasury Department, who is facilitating the program. They want to make sure they are in compliance with all the Treasury requirements and directions as they come out. There is a lot of time pressure on this program. If they get 65% of these funds expended by September 30th they have an opportunity to get additional funds. Also, looking forward to the American Rescue Plan, there is an opportunity for additional funds for Emergency Rental Assistance. They are going to finalize the work plan, assess the current needs, ensure the standard operating procedures are in place, and utilize the application tools. They want to ensure they track applicants, so no one gets lost or falls through the cracks. They will be getting the call center up and running, with phone lines and internet links, so we are ready to go live on April 5th.

Richland County Council Request for Action

Subject:

Government & Community Services – “Seeds to Engage” Small Business Grant Program

Notes:

October 26, 2021 – The A&F Committee recommended Council approve the proposed grant program.



Agenda Briefing

Prepared by:	Christine A Keefer		Title:	Director
Department:	Government & Community Services	Division:	Office of Small Business Opportunity	
Date Prepared:	October 12, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 13, 2021
Budget Review	James Hayes via email		Date:	October 13, 2021
Finance Review	Stacey Hamm via email		Date:	October 13, 2021
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP		
Committee	Administration & Finance			
Subject:	"Seeds to Engage" Small Business Grant Program			

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the proposed grant program.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The "Seeds to Engage" Small Business Grants will be funded from FY21 CDBG funds; the budget GI/JL items for these grants will be established once Community Development receives the grant agreements from HUD.

The Community Development Block Grant (CDBG) program, administered by the U.S. Department of Housing and Urban Development (HUD), is an annual grant program provided on a formula basis to Richland County and other state, county, and local governments to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-and moderate-income persons.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Program Overview & Purpose

The Office of Small Business Opportunity (OSBO) is requesting approval of the "Seeds to Engage" Small Business Grant to sustain Richland County businesses owned by or employing members of low-to-moderate income (LMI) households in Richland County. This grant would be sourced with an allocation of \$250,000 in CDBG funds dedicated for economic development purposes to provide one-time working capital grants of \$10,000 and technical assistance to assist small businesses with operating expenses and job retention/creation.

The attached "Seeds to Engage" Small Business Grant Summary sheet provides basic details about this grant program. OSBO and Community Development are finalizing the full program guidelines in preparation for program rollout.

Because this program is funded by CDBG funds, Community Development will serve as the fiscal agent for these programs. OSBO will serve as the program administrator due to its connection with the small business community.

Community Development requested OSBO’s assistance in designing and administering this grant program to help direct CDBG funds to LMI persons in Richland County in compliance with HUD guidelines and deadlines. Both Community Development and OSBO are excited to offer a grant program that will help our small business community create and/or preserve employment opportunities. Through this proposed grant program, Richland County will be investing a total of \$250,000 in CDBG funds to help sustain 25 small businesses in Richland County over the next year.

Program Development & Deliverables

Since August, OSBO and Community Development have collaborated on designing the grant program, ensuring funding is available, preparing the online application platform, promoting the program to the small business community, and identifying staff and County Council members to serve on the grant review committee. OSBO has also scheduled workshops in October to help small business owners prepare to apply to grant opportunities like this, and OSBO will be working closely with the seed grant recipients to provide technical assistance and ensure they comply with the grant requirements.

County Ordinance Compliance

The proposed grant program will help Community Development fulfill its mission of “administering grants from the U.S. Department of Housing and Urban Development to improve low-income neighborhoods” (RCC Article V, Division 2, Section 2-130 a). This grant program will help OSBO fulfill its mission of “providing additional avenues for the development of new capacity and new sources of

competition for county contracts from the growing pool of small and locally based businesses” (RCC Article X, Division 7, Sec. 2-639).

This request does not require an ordinance amendment.

Benefits to Residents & County Services

The proposed program will permit OSBO to extend its reach into the local business community and deliver technical assistance and working capital to small businesses—two things they tell us they really need right now. This grant program also demonstrates that when two different divisions within two different departments collaborate with a shared purpose to support economic and community development with County Council support, that effort can yield mutually beneficial results for Richland County and its constituents.

Alternatives & Risks

We considered three alternatives:

- Option 1 (recommended) – Approve the proposed grant program as presented. This option would allow the County to provide working capital and technical assistance to 25 small businesses that employ members of LMI households and provide the County an opportunity to expend CDBG funds for economic development according to HUD requirements.
- Option 2 – Approve the proposed grant program, but fund it through a different source. This could delay the rollout of the grant program as no alternate funding source have yet been identified.
- Option 3 – Do not approve the proposed grant program. This option would require Community Development to find other ways to spend the CDBG economic development funds and to revise its 2021 Annual Action Plan for HOME/CDBG Funds.

Denial of this request would also potentially leave 25 small businesses to continue searching for alternate sources of working capital to create/retain employment opportunities for LMI employees.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. "Seeds to Engage" Small Business Grant Summary

“Seeds to Engage” Small Business Grant Summary

Offered by OSBO (program coordinator) and Community Development (fiscal agent).

Overview	One-time working capital grants of \$10,000 to assist with job retention/creation and/or operating expenses
Purpose	Help grow or sustain low-to-moderate income (LMI) businesses and employment.
Target audience	Richland County for-profit enterprises with 10 or fewer employees at time of application
Type of funding	Economic assistance grant (competitive)
Funding Source	CDBG
Total Funding Available	\$250,000
Number of Awards Available	25 maximum; each grant is a fixed amount of \$10K
Eligible Expenses	Fixed operational expenses of the business (payroll, rent/mortgage payments, utilities, inventory, etc.), thus enabling the enterprise to create/sustain LMI employment opportunities
Basic Eligibility	<ul style="list-style-type: none"> • Must complete & submit the application and all required supporting documents • Active Richland County business license for at least six months • Ten or fewer full-time employees, including owner • Has or will obtain a DUNS number, if grant is awarded • Must disclose any other economic assistance applied for (sources and amounts) and how those funds were used • Must meet HUD’s CDBG eligibility requirements • Must demonstrate the ability to create LMI jobs
Application	Online (Neighborly); will set an application deadline.
Evaluation	Committee will review applications for eligibility requirements, notify applicants of their eligibility determination, review & score applications, and make funding recommendations. OSBO will notify eligible applicants of funding recommendation and begin post-award process.
Exclusions/Ineligibility (includes but not limited to)	<ul style="list-style-type: none"> • Franchises • Hotels/motels • National/regional chains • Financial/lending institutions • Private membership businesses • Businesses with 51% or more of revenues from alcohol sales • Adult-oriented businesses • Businesses owned in part or fully by County staff, administration, or leadership
Compliance	OSBO will be actively engaged in post-award contact with applicants to ensure compliance with program requirements, including SBA technical assistance training and job creation/retention of at least one FTE living in an LMI household in Richland County.
Prior Council Consideration	None; funding is being proposed as part of Community Development’s 2021 Annual Action Plan for CDBG/HOME funds (see pages 34-35 of that plan).

Public Engagement & Participation	Grant application workshops (OSBO) Public info & outreach (OSBO, GCS, PIO)
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Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; Section 2-612, Same--Purchase Negotiations; so as to change the requirements regarding residential Solid Waste Collection vendors

Notes:

First Reading: October 5, 2021

Second Reading: October 19, 2021

Third Reading: November 9, 2021 {Tentative}

Public Hearing: November 9, 2021

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; DIVISION 2, COMPETITIVE PURCHASING POLICY; SECTION 2-612, SAME---PURCHASE NEGOTIATIONS; SO AS TO CHANGE THE REQUIREMENTS REGARDING RESIDENTIAL SOLID WASTE COLLECTION VENDORS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; Section, 2-612, Same---Purchase Negotiations; Subsection (c)(10); is hereby amended to read as follows:

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

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

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

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

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

(iv) “Valid complaint” means a service-related complaint received by County staff that was investigated and found to be accurate in fact regarding a Curbside Collection Contractor in the performance of the service for which they are engaged. Correction of the complaint before close of business on the designated collection day negates its occurrence.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Michelle Onley
Deputy Clerk of Council

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

DRAFT

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Avantech, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: October 5, 2021

Second Reading: October 19, 2021

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AVANTECH, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, AVANTech, LLC, a South Carolina limited liability company, (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,685,000 and the creation of 17 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) confirm the location of the Project in the Park; and (3) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 5, 2021
Second Reading: October 19, 2021
Public Hearing: November 9, 2021
Third Reading: November 9, 2021

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

AVANTECH, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2021

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	AVANTech, LLC	Section 1.1
Project Location	2050 American Italian Way, Columbia, SC 29209	Exhibit A
Tax Map No.	R19000-05-06	Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	3,685,000	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	17	Section 1.1
<ul style="list-style-type: none"> • Investment Period 	Standard (5 years)	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1(a)
<ul style="list-style-type: none"> • Millage Rate 	475.3	Section 4.1(a)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1(a)
<ul style="list-style-type: none"> • Claw Back Information 	Failure to reach the Contract Minimum Jobs Requirement or Contract Minimum Investment Requirement shall result in a pro-rata claw back on the Infrastructure Credit, calculated as provided herein.	Section 6.1; Exhibit E
Multicounty Park	I-77 Corridor Regional Industrial Park (Fairfield County is the partner county)	Section 1.1
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	40% years 1-10	Section 5.1; Exhibit D
<ul style="list-style-type: none"> • Credit Term 	10 years	Section 5.1; Exhibit D
<ul style="list-style-type: none"> • Claw Back Information 	See above	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and AVANTech, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,685,000 and the creation of 17 new, full-time jobs;

(d) By an ordinance enacted on November 9, 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,685,000.

“**Contract Minimum Jobs Requirement**” means not less than 17 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2055, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County, South Carolina and governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park”, dated as of September 1, 2018, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means AVANTech, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on October 5, 2021 by adopting an Inducement Resolution, as defined in the Act on October 5, 2021.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.3, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements

made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County

pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed

official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

AVANTech, LLC
2050 American Italian Way
Columbia, South Carolina 29209
Attn: Laura Friendly

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim

under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

AVANTECH, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

2050 American Italian Way
Columbia, SC 29209

Tax Map No.: R19000-05006

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and AVANTech, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor and any Sponsor Affiliate shall be entitled to an annual Infrastructure Credit equal to 40% for years one (1) through ten (10) against the amount of the annual FILOT Payment due for that year, anticipated to commence with the property tax payment for tax year 2022.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$3,000,000 had been invested at the Project and 10 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 10/[Contract Minimum Jobs Requirement] = 58%

Investment Achievement Percentage = \$3,000,000/\$[Contract Minimum Investment Requirement] = 81%

Overall Achievement Percentage = (58% + 81%)/2 = 70%

Claw Back Percentage = 100% - 70% = 30%

Repayment Amount = \$100,000 x 30% = \$30,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Department of Public Works – Solid Waste & Recycling Division – Residential Curbside Collection Services, Area 1 – Contract Award recommendation

Notes:

October 26, 2021 – The A&F Committee recommended Council deny the award of a contract for residential curbside solid waste collection services in Area 1 (Northwest Richland County – north of Interstate 20 and west of the Broad River including the Ballantine and Irmo areas) to Coastal Waste & Recycling.



Agenda Briefing

Prepared by:	John Ansell	Title:	Manager
Department:	Public Works	Division:	Solid Waste
Contributor:	Jennifer Wladischkin	Title:	Manager
Department:	Finance	Division:	Procurement
Date Prepared:	October 07, 2021	Meeting Date:	October 26, 2021
Legal Review	Elizabeth McLean via email		Date: October 12, 2021
Budget Review	James Hayes via email		Date: October 18, 2021
Finance Review	Stacey Hamm via email		Date: October 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Residential Curbside Collection Services, Area 1 – Contract Award recommendation		

STAFF’S RECOMMENDED ACTION:

The staff of the Department of Public Works recommends the award of a contract for residential curbside solid waste collection services in Area 1 (Northwest Richland County – north of Interstate 20 and west of the Broad River including the Ballantine and Irmo areas) to Coastal Waste & Recycling.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Revenue to cover the Residential Curbside Collection Program is generated by a fee paid annually by residential (and some small business) customers throughout unincorporated Richland County. This standard, countywide fee is based on the total program cost in all eight service areas. Funds for this program are contained in the 2101365006-527200 account of the Solid Waste & Recycling Division budget. An annual curbside collection program fee increase is not anticipated based on the results of rate negotiations with Coastal Waste & Recycling (however, to-be-determined Consumer Price Index (CPI) adjustments in the other collection areas could affect this fee in FY-23).

Additionally, an increase in collection complaints has placed a strain on the Solid Waste & Recycling Division staff, requiring the employment of temporary employees and use of overtime.

The Office of Budget and Grants Management has expressed concern regarding the Solid Waste budget expenditures remaining in line with its revenues.

With Coastal Waste & Recycling in Area 1, the fee will lower from \$5,254,363 down to \$4,732,961 with the new contract. This is \$521,402 less than our current pricing for Area 1. Further, based on the current CPI of 5.3%, this could end up being \$802,884 less than the existing contract fee at startup.

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

None.

REGULATORY COMPLIANCE:

Curbside collection services are consistent with the South Carolina Solid Waste Policy and Management Act.

MOTION OF ORIGIN:

There is no associated Council motion of origin; however, various staff recommendations regarding solid waste collection services were presented to County Council during a work session and subsequent meetings in June and July 2021. County Council approved these recommendations and to issue RFPs during their regular meeting of July 20, 2021.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Contracts for residential curbside solid waste collection services in Areas 1, 3, and 6 expire in early 2022. Additionally, we have experienced a significant increase in customer service complaints in many of our collection service areas. In response, the staff of the Solid Waste & Recycling Division, working with the County Procurement staff, issued a Request for Proposal (RFP) for residential curbside solid waste collection services in Area 1. These collection services cover the following:

- Municipal Solid Waste (Household Garbage) Weekly
- Yardwaste Weekly
- Recycling Biweekly
- Bulk Items / White Goods By appointment

The goal of this procurement is to continue to provide, on behalf of residential and small business customers in unincorporated Richland County, dependable solid waste collection services at a reasonable price.

- The proposal review committee evaluated four criteria:
 - Background and Experience
 - Approach to services to be provided
 - Performance history
 - Proposed equipment lists

This committee consisted of four independent evaluator staff members who are all familiar with the collections process.

Unit price consideration was applied by Procurement staff following review and ranking by the review committee.

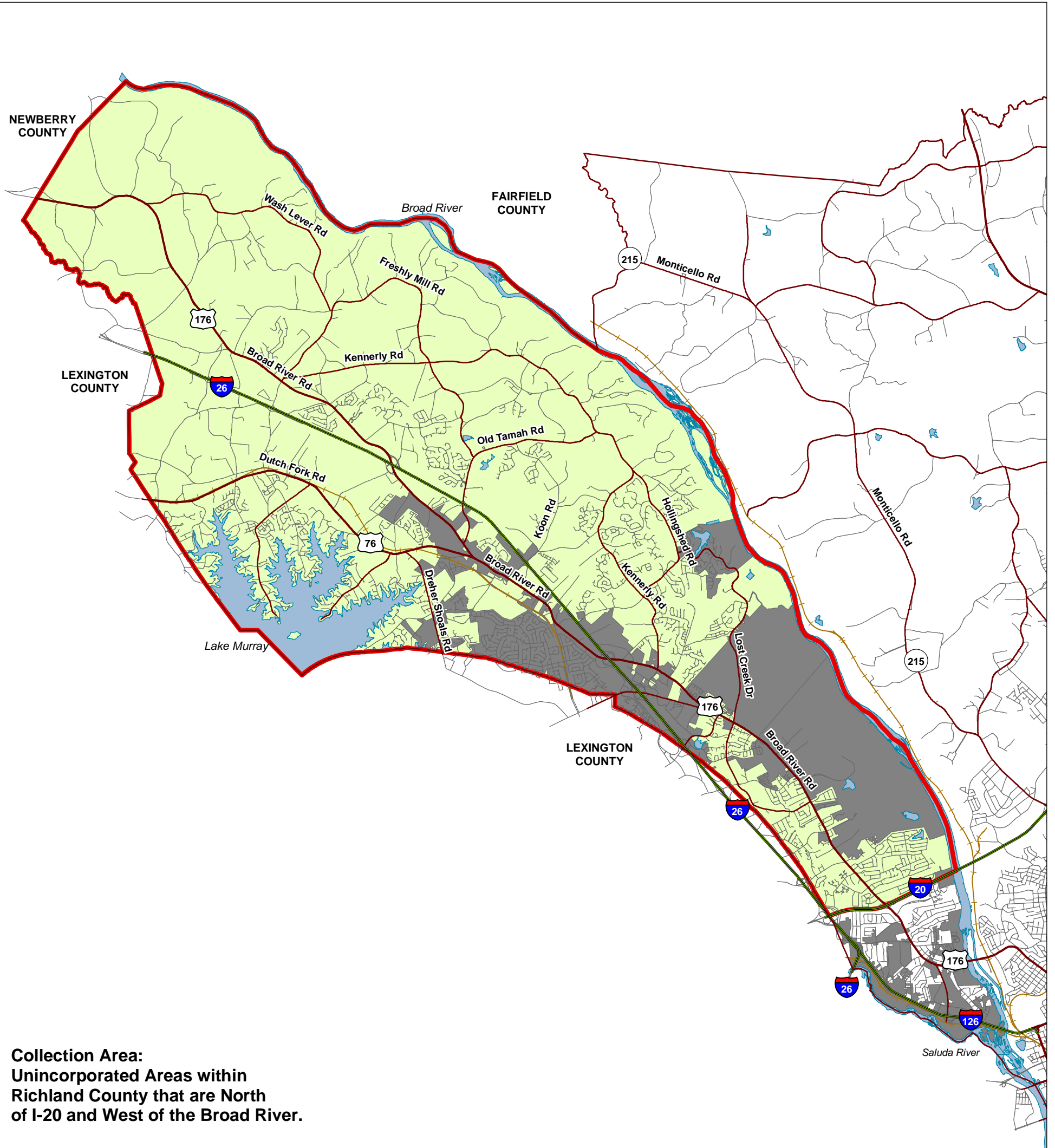
ADDITIONAL COMMENTS FOR CONSIDERATION:

The Proposal Review Committee staff members evaluated proposals from four firms that responded to the RFP. Coastal Waste & Recycling scored the highest of these firms, while addressing all of the required information and services in the RFP. Richland County engaged in negotiations with Coastal Waste & Recycling in order to secure the most economical unit cost.


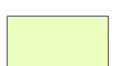

ATTACHMENTS:

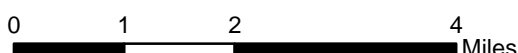
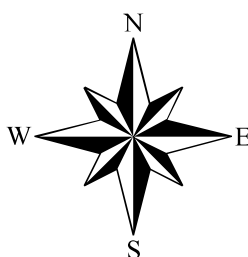
1. Collection Area 1 Map

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 1



Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land



PUBLIC WORKS

SEPTEMBER 2021

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND CAROLINA PINES INDUSTRIAL I, LLC; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Carolina Pines Industrial I, LLC (“Sponsor”), desires to invest capital in the County in order to construct a facility for manufacturing, distribution, and/or warehousing purposes in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$9,460,700.00 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: November 9, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

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

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CAROLINA PINES INDUSTRIAL I, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Carolina Pines Industrial I, LLC, (“Sponsor”), desires to construct a facility for manufacturing, distribution, and/or warehousing purposes in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,460,700.00; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, 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 Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 9, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

CAROLINA PINES INDUSTRIAL I, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [DECEMBER [], 2021]

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Carolina Pines Industrial I, LLC	
Project Location	Carolina Pines Industrial Park	
Tax Map No.	R17600-01-33	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$9,460,700.00	
<ul style="list-style-type: none"> • Investment Period 	5 years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	0.5805	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate.	
Multicounty Park		
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	15% special source revenue credit	
<ul style="list-style-type: none"> • Credit Term 	10 years	
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Other Information		
	If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate.	

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December [], 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Carolina Pines Industrial I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

[(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”)];

(c) The Sponsor desires to construct a facility for manufacturing, distribution, and/or warehousing purposes (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,460,700.00;

(d) By an ordinance enacted on December [], 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to construct the Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$9,460,700.00.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.]

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the [Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Carolina Pines Industrial I, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County

and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on [November 9, 2021] by adopting an Inducement Resolution, as defined in the Act on [November 9, 2021].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to provide the Project for the operation of manufacturing, distribution, or warehousing purposes, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the

Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the

Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in the Summary of Contents and in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a closure of the Facility or cessation or production or shipment (as applicable) or materials that continues for a period of twelve (12) consecutive months other than a permitted closure in connection with a casualty, condemnation, governmental order or mandate or periodic remodeling of the Facility;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

[In no event shall the Sponsor or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Sponsor's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.]

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as,

without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to

afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing

the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Carolina Pines Industrial I, LLC
Attn: Michael E Robbe
1111 Metropolitan Ave, Suite 700
Charlotte, NC 28236-6799

WITH A COPY TO (does not constitute notice):

Graybill, Lansche & Vinzani, LLC
Attn: William O. Higgins
2721 Devine Street
Columbia, SC 29205

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

CAROLINA PINES INDUSTRIAL I

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING SITUATE NEAR THE TOWN OF BLYTHEWOOD, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 19.03 ACRES, AND BEING MORE FULLY SHOWN AS TRACT 2 ON A MINOR SUBDIVISION PLAN FOR “RICHLAND COUNTY, SOUTH CAROLINA” BY GLENN ASSOCIATES SURVEYING, INC. DATE MAY 27, 2021, RECORDED AT THE RICHLAND COUNTY REGISTER OF DEEDS AT PLAT: BOOK 2653 PAGE 406.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

All qualifying investment of the Sponsor during the Investment Period shall qualify for a 10-year, 15% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Sponsor will receive an annual Infrastructure Credit in an amount equal to 15% of the annual FILOT Payment with respect to the Project.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement

For example, and by way of example only, if the County granted \$75,000 in Infrastructure Credits, and \$8,000,000 had been invested at the Project, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$8,000,000/\$9,460,700 = 85%

Overall Achievement Percentage = 85%

Claw Back Percentage = 100% - 85% = 15%

Repayment Amount = 75,000 x 15% = \$11,250

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

HVAC and Ventilation System

Notes:

October 20, 2021 – The Committee recommended Council approve \$5,205,000 in ARP funding to replace the HVAC and Ventilation System, as well as the roofing at 2000 and 2020 Hampton Street

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 14, 2021	Meeting Date:	September 29, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 21, 2021	
Budget Review	James Hayes via email	Date:	September 23, 2021	
Finance Review	Stacey Hamm via email	Date:	September 17, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Coronavirus Ad Hoc			
Subject:	Air quality improvements at 2020 and 2000 Hampton Street			

STAFF'S RECOMMENDED ACTION:

Staff recommends approval to allocate \$5,205,000 in American Rescue Plan funding to replace the HVAC and Ventilation System as well as roofing at the Richland County Administration building and the SC Department of Health Building.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds originally considered for future use for this capital improvement could be reprogrammed to other necessary County capital projects.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The critical purpose of the American Rescue Fund resources is the prevention and mitigation of the spread of COVID-19. Staff believes given the age of the current HVAC and Ventilation system as well as the roof of the buildings replacement would improve the filtering of the air and air quality in the building as well as improve the health and wellbeing of employees working in these facilities and the general public by providing good air quality and consistent climate.

Staff recommends using Johnson Controls through Sourcewell- a cooperative purchasing agreement- for the most effective product at the best price (document attached) for the HVAC and ventilation system. Roofing would be contracted following the installation of the HVAC equipment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Sole Source Procurement Document
2. Sourcewell Cooperative Information



SOLE SOURCE PROCUREMENT

Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. REQUIRING DEPARTMENT:

NAME OF REQUESTOR:

Operational Services	Randy Pruitt
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2. DESCRIPTION OF ACTION.

a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source

b. For the Sole Source provide the following:

Company:

Johnson Controls, Incorporated (JCI)

Point of Contact:

Email:

David Altman	david.altman@jci.com
--------------	----------------------

Telephone #:

Fax #:

wk. 866-668-0941 / mobile: 843-458-2194	
---	--

3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS. Give a short description of the item or service required, the estimated cost, and required delivery date.

Description: remove and replace the three HVAC chillers and their associated pumps, three cooling towers and their associated pumps and equipment, and two ERU (energy recovery units) located throughout both 2000 and 2020 Hampton St.

Estimated \$ Value: \$2.950 million

Delivery Requirements: The installation will be coordinated with Operational Services to minimize impact on the facility. The date of installation is to be determined, based on manufacturing schedule.

4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.
For Sole Source Requirements:

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

The existing equipment in the facility that is being replaced is Johnson Control equipment. It will be replaced with new Johnson Control Equipment. This is a like-to-like equipment replacement as much as possible. Additionally, JCI has the service and maintenance contracts with this facility allowing for smoother integration into the proprietary METASYS building automation system that is also a JCI product. The current equipment is failing which could lead to the facility being unable to be occupied due to temperature extremes. These items are custom-manufactured for system integration and is expected to take at least six to eight months to manufacture.

Required Delivery Date (RDD):

not applicable - as soon as possible

Cost:

\$2.4 million

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

For HVAC system and operational efficiency, and for accountability, it is critical that the entire HVAC system be one unified system. JCI is already contracted with Richland County for service and maintenance of the HVAC system. These main components have already gone ten years past expected life expectancy and represent the heart of the HVAC system. All subcomponents of the HVAC system need to be consistent. Original equipment is JCI equipment that is being replaced with like (JCI) equipment.

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

All equipment must fit and operate as originally designed - to allow the facility and system to operate within design parameters. Replacing the existing equipment with like JCI equipment helps ensure the originally intended parameters (from the original mechanical engineer) are maintained, allowing the building's HVAC to function efficiently and as intended.

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

Not applicable (other than the original purchase of JCI HVAC equipment for the facility)

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

The METASYS system (building control management system) proprietarily provided by JCI integrates fully and more effectively with JCI HVAC equipment. Any equipment outside of their hierarchy architecture could vastly interrupt and impede reliability, functionality, and efficiency.

5. **PROPRIETARY INFORMATION:** If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

All equipment, goods, process, and software are proprietary to JCI.

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

Randy Pruitt, Director, Operational Services

Account Code:

Telephone:

Date:

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

DEPARTMENT DIRECTOR

Name, Title and Signature:

Date:

Randy Pruitt, Director, Operational Services

PROCUREMENT DIRECTOR

Name and Signature

Date:

ADMINISTRATOR

Name and Signature

Date:



Together,
we are
Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more government units for use by other government units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 participating agencies
- Contracts offer ceiling-based (not-to-exceed) pricing and volume discounts



Convenient

- More than 400 quality suppliers holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost participation for public agencies

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our participating agencies. They value our North American competitive procurement process, which satisfies local procurement requirements.

Our clients add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

- 1. Scope of solicitation**
We determine the scope of each competitive solicitation by identifying the needs of our public agency clients. This is accomplished through daily interactions and guidance from our clients.
- 2. Authorization from Sourcewell Board of Directors**
Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.
- 3. Public notice and advertising**
Upon approval from the board, we issue a public notice and advertisement. Refer to sourcewell-mn.gov/process for specific advertising locations.
- 4. Proposal receipt and opening**
We accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time. We conduct a public-proposal opening time, date, and place as specified in the RFP. Prior to April 1, 2019, physical submissions were accepted with a time and date stamp upon receipt at our office in Staples, Minn.
- 5. Objective evaluation**
At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.
- 6. Official award**
Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended supplier(s) a four-year contract with the potential for a one-year extension. The Sourcewell Procurement Department sends a Notice of Award or Non-Award to all respondents via email.
- 7. Posting and review of approved contract documents**
Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the supplier's request.



Six-time recipient of the Achievement of Excellence in Procurement award.



Johnson Controls, Inc.

HVAC

#030817-JHN

Maturity Date: 05/08/2022

Contract Documents

HVAC Systems, Installation, and Service with Related Products and Supplies

Contract #030817-JHN

Effective 05/08/2017 - 05/08/2022

Contract Documentation

Request for Proposal (RFP) (490.16 KB)

Contract Acceptance & Award (33.75 KB)

Contract Forms (6.33 MB)

Contract Extension (74.94 KB)

Competitive Solicitation Documentation

Affidavit of Advertisement (2.19 MB)

Proposal Opening Witness Page (408.35 KB)

Proposal Evaluation (387.68 KB)

Proposal Evaluation Evaluation Committee Comment & Review (677.97 KB)

Board Minutes (966.23 KB)

Richland County Council Request for Action

Subject:

Utilities Delinquent Receivable

Notes:

October 20, 2021 – The Committee recommended Council to reserve up to \$1M in ARP lost revenue funds to recover utility bad debt brought on by the pandemic.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 22, 2021	Meeting Date:	September 29, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 23, 2021	
Budget Review	James Hayes via email	Date:	September 23, 2021	
Finance Review	Stacey Hamm via email	Date:	September 23, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Coronavirus Ad Hoc			
Subject:	Utilities Delinquent Receivables			

STAFF'S RECOMMENDED ACTION:

Staff recommends the reservation of up to \$1,000,000 in American Rescue Plan lost revenue funds to recover utility bad debt brought on by the pandemic.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

As of August 31, 2021, Richland County Utilities had accounts receivable of \$1,033,034 of which \$962,265 is delinquent. Of the delinquent amount, \$913,018.42 is over 90 days past due because of the suspension of disconnections for non-payment. Given the size of this debt, it is unlikely that it would all be collected by reinstating disconnections. To prohibit long-term fiscal impacts to the system, staff recommends reserving up to \$1,000,000 in American Rescue Plan lost revenue funds to recover debts that would go unpaid within the current fiscal year ending June 30, 2022.

Additionally, given that the original Council action only suspended disconnections for 60 days, staff would suggest that to give time for notification, disconnections for non-payment resume on October 20, 2021 as well as the application of late fees and reconnection fees for disconnected service. Staff will communicate the plan to resume disconnections using PIO efforts and a printed message on the October utility bill.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

- 1.

Richland County Council Request for Action

Subject:

Three Rivers Greenway Phase II Funding

Notes:

October 26, 2021 – The Transportation Committee recommended Council approve the request.



Agenda Briefing

Prepared by:	Michael Maloney, PE		Title:	Interim Director
Department:	Transportation	Division:		
Date Prepared:	October 11, 2021	Meeting Date:	October 26, 2021	
Legal Review	Elizabeth McLean via email		Date:	October 19, 2021
Budget Review	James Hayes via email		Date:	October 19, 2021
Finance Review	Stacey Hamm via email		Date:	October 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Transportation Ad Hoc			
Subject:	Three Rivers Greenway Ph. 2 Funding			

STAFF’S RECOMMENDED ACTION:

There is no staff recommendation.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$3,381,214.55 in unencumbered funds that will roll from FY21 into FY22 for the SCDOT-disapproved bikeways. (JLs 13330301, 13330309, 13330311, 13330312, 13330323, 13330327, 13330332, 13330336, 13330337, 13330342, 13330345, 13330347, 13330349, 13330350, 13330355, 13330372)

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

The County Attorney’s Office does not have any comment on the request; however, it will need to be involved in the drafting/review of any agreements.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

At the start of the program, the Three Rivers Greenway project was broken into two sections. Section A was called out to run from I-26, along Saluda River, then across Broad River. Section B was called out to run along the Broad River from Granby Park to Riverfront Park.

Section A was further broken down into two phases. Phase 1, which is nearing completion, runs from I-26 to the conversion of the Saluda and Broad Rivers. Phase 2 is proposed to pick up at this conversion, run north along and then across Broad River to tie into the Riverfront Walkway.

The referendum assigned \$7,902,242 to the Three Rivers Greenway project. Once construction of phase 1 of Section A is finished, it is anticipated that all of the referendum amount will be expended.

The River Alliance has reached out to staff with a proposal to get Section A phase 2 completed. The Boyd Family Foundation, at their own expense, has already installed a bridge from the end of Section A phase 1 over to the Boyd island for public use. The Boyd Family Foundation has now committed to contributing \$3.6M to Section A phase 2 to install a bridge across the Broad River if the County will commit to installing the greenway from the end of phase 1 up to the beginning of the proposed bridge. The anticipated cost of construction for the land portion of greenway is \$2.2M. Attachment 2 is the original funding request. After receiving this request, staff met with the River Alliance and updated the project cost estimate based on current boardwalk and bridge costs. Attachment 5 is the updated final funding request letter from the River Alliance.

As part of the request, the River Alliance has committed to managing the design and permitting of the entire Phase 2 project, and these design\permitting costs will be funded by the Boyd Family Foundation. Once the land portion of the design is completed and permitted it will be turned over to the County to solicit bids. Then the County will take over construction management of the land portion of the greenway. The River Alliance will solicit bids and perform construction management of the bridge.

Because there will not be any funds remaining in the Three Rivers Greenway budget, staff has reviewed the bikeway category due to many of these projects being removed after being denied by SCDOT. SCDOT has denied the installation of 18 bikeways, and there is 1 bikeway that cannot be built due to being on a very short dead-end road without a connection to any other bikeway system. The dollar amount associated with these 19 bikeways is approximately \$3.7M.

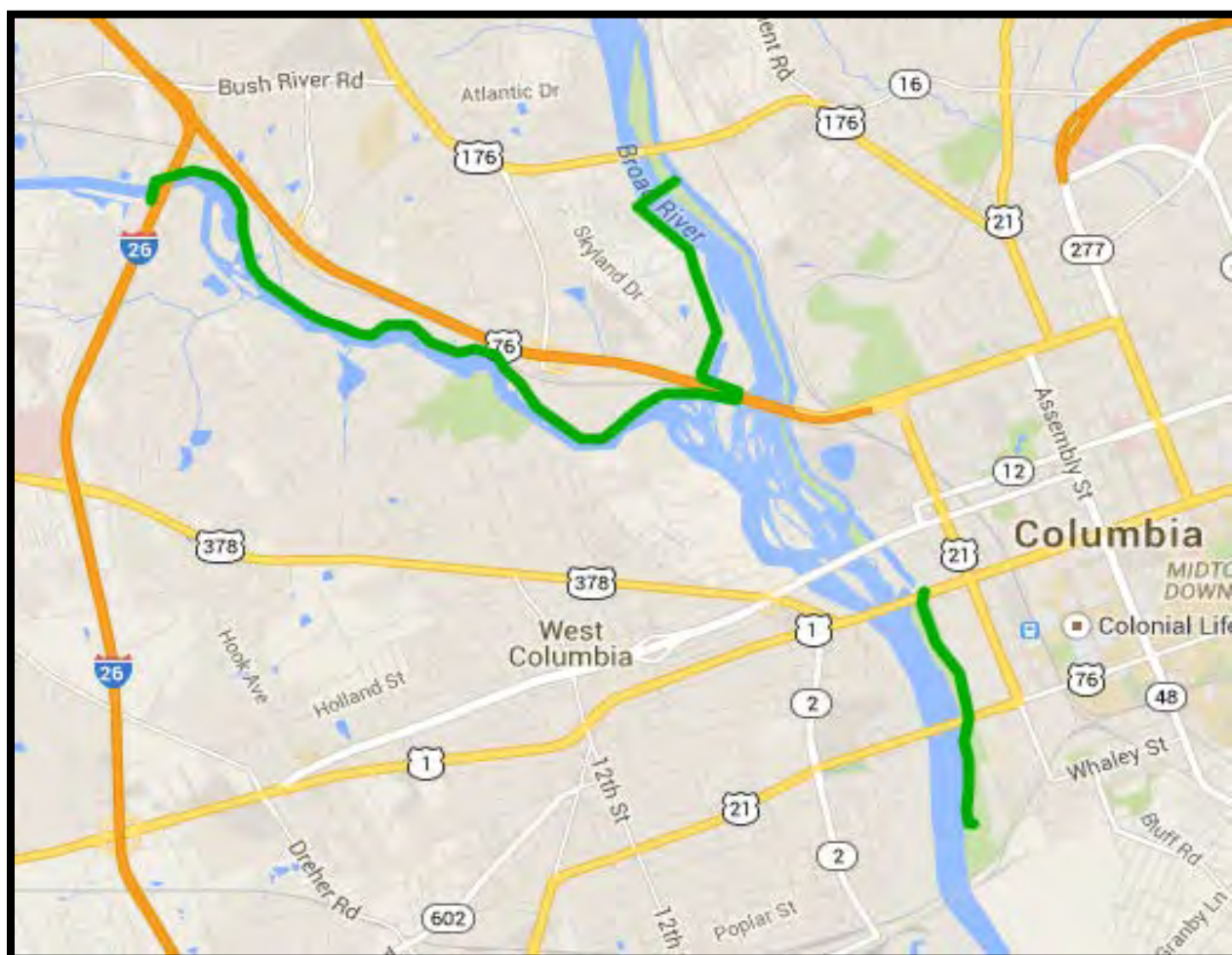
ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Original Three Rivers Greenway Map
2. River Alliance Funding Request - Original Request Letter
3. Three Rivers Greenway Phase II Map
4. Bikeway Removals
5. River Alliance Funding Request - Final Request Letter

Project Scope and Cost Three Rivers Greenway Extension



Section A

Project Description: Beginning at Richland County line west of I-26 on Saluda River along Saluda River to Existing Three Rivers Greenway on the Broad River.

Section B

Project Description: Beginning at Granby Park to Riverfront Park.

Estimated Total Project Cost A & B: \$10,252,747 (2014 dollars)



May 12, 2021

Mr. Paul Livingston, Chairman
Richland County Council
2308 Park Street
Columbia, SC 29201

Dear Chairman Livingston:

As you know, The River Alliance proposed, and Richland County Council accepted, the Saluda Riverwalk as a complete project to run along the lower Saluda River then across the Broad River and connect to the Greenway on the Columbia Canal. We anticipate the grand opening of the first phase of this great project soon. Now we look forward to the completion of phase two.

Concurrent with this, the Alliance has worked with the Darnall W. and Susan F. Boyd Foundation to complete the Sanctuary at Boyd Island. As you also know, the second phase connecting across the Broad River is unfunded. With the assistance of the Boyd Foundation, we offer a proposal to Richland County that will make this connection a reality.

Last year the Boyd Foundation funded the Alliance to determine the project cost of the second phase and to begin the design, engineering and permitting. Essentially, we have two parts: a boardwalk and trail extending from the island project up river to the shortest crossing of the Broad, and a pedestrian bridge (wide enough for service vehicles) across the Broad, running from City of Columbia property located on the “Zoo side” of the Broad to the City’s Columbia Canal. The estimated cost of the bridge is approximately \$3.0M. The estimated cost of the land connection from below Boyd Island to the bridge is approximately \$1.8-2.0M (see enclosed map).

By letter of May 3, 2020, George Bailey, President of the Foundation, “hereby commits to fund up to \$3 Million of the cost of the proposed pedestrian bridge across the Broad River IF Richland County will provide the necessary funding to complete the portion of the Riverwalk from Boyd Island to the bridge.” So, the

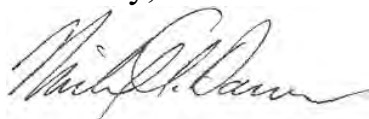
“ask” here is for the County to provide the \$1.8-2.0 M for the land connection, to be more than matched by the Boyd Foundation’s \$3.0 M commitment to build the bridge. The Alliance believes that this is a strategic opportunity to complete this connection.

We see the linkage of the Riverbanks Zoo to the Canal and then to the museums at the Gervais Street Bridge as vital. It allows our midlands community and the ever-increasing numbers of visitors’ connection not only to the regions three rivers but to the unique attractions in the downtowns of Cayce, Columbia and West Columbia. It is the most important Greenway connection for destination tourism and it also offers additional neighborhood linkage and parking alternatives.

We are fortunate in this project to have public land on both ends of our bridge, owned by the City of Columbia. We are also fortunate to have the ongoing Columbia canal repair project moving forward. As part of that project, we are asking the City to ensure that a pedestrian bridge is constructed to link the State Museum and EdVenture Museum across the canal to the existing riverwalk. The Riverbanks Zoo and the museums see this as an exciting and necessary addition to their continued growth.

We will be happy to provide additional information and to work with Richland County staff. In the interim, we would be delighted to host a tour and lunch to the Sanctuary at Boyd Island to show the wonder of our river resources. An affirmative answer will lock in the Foundation capital funding as we continue the permitting and design. The River Alliance requests Council’s consideration and support.

Sincerely,



Michael T. Dawson
CEO



COLUMBIA CANAL

NEW BOARDWALK TIED TO EXISTING CANAL PATH

BRIDGE PIER

STAIRS, TYP.

20'x20' DECK TIED TO PROPOSED BRIDGE PIER

RAMP BOARDWALK

CONCRETE TRAIL (FLUSH WITH GRADE); TYP.

BROAD RIVER

BOARDWALK

BOARDWALK SECTION UNDER OVERPASS

126

COVERED BOARDWALK

EXISTING BRIDGE TO BOYD ISLAND

BOYD ISLAND



SALUDA RIVERWALK PHASE II- BROAD CROSSING
CITY OF COLUMBIA, RICHLAND COUNTY SOUTH CAROLINA



THE LANDPLAN GROUP SOUTH
Landscape Architecture | Engineering | Planning

Bikeways Removed Due To SCDOT Restrictions

	<u>Bikeway</u>	<u>Start</u>	<u>Stop</u>	<u>Referendum Amount</u>	<u>Reason Removed</u>	<u>Project JL</u>
1	Columbiana Dr Bikeways	Lake Murray Blvd	Lexington County Line	\$713,199.00	SCDOT Design Restrictions	13330355
2	Fort Jackson Blvd	Devine St	Newell Rd	\$84,224.00	SCDOT Design Restrictions	13330336
3	Decker Blvd/Parklane Rd/Two Notch Rd Bikeways	Two Notch Rd	Percival Rd	\$129,698.00	SCDOT Design Restrictions	13330335
4	Rosewood Dr Bikeways	Bluff Rd	Garners Ferry Rd	\$211,179.00	SCDOT Design Restrictions	13330342
5	Blossom St Bikeways	Assembly St	Sumter St	\$86,381.00	SCDOT Design Restrictions	13330349
6	Huger St Bikeways	Blossom St	Gervais St	\$256,861.00	SCDOT Design Restrictions	13330347
7	Garners Ferry Rd Bikeways	Rosewood Dr	True St	\$66,826.00	SCDOT Design Restrictions	13330337
8	Bull St Bikeways	Elmwood Ave	Victoria St	\$20,218.00	SCDOT Design Restrictions	13330350
9	Wheat St Bikeways	Harden St	King St	\$4,351.00	SCDOT Design Restrictions	13330327
10	Shop Rd Bikeways	Beltline Blvd	Pineview Dr	\$657,212.00	SCDOT Design Restrictions	13330348
11	Beltline Blvd Bikeways	Forest Dr	Valley Rd	\$1,101.00	SCDOT Design Restrictions	13330311
12	Beltline Blvd/Colonial Dr/Farrow Rd Bikeways	Harden St	Academy St	\$6,636.00	SCDOT Design Restrictions	13330312
13	Broad River Rd Bikeways	Bush River Rd	Greystone Blvd	\$37,908.00	SCDOT Design Restrictions	13330332
14	Broad River Rd Bikeways	Greystone Blvd	Broad River Bridge	\$320,811.00	SCDOT Design Restrictions	13330301
15	Sumter St Bikeways	Washington St	Senate St	\$19,306.00	SCDOT Design Restrictions	13330309
16	Lincoln St Bikeways	Blossom St	Lady St	\$487,105.00	SCDOT Design Restrictions	13330323
17	Whaley St Bikeways	Lincoln St	Pickens St	\$438,198.00	SCDOT Design Restrictions	13330372
18	Leesburg Rd. Bikeways	Garners Ferry Rd	Semmes Rd	\$63,360.00	SCDOT Design Restrictions	13330345
19	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138.00	Dead-End Road With No Connection	13330354
				\$3,719,712.00		



September 9, 2021

Mr. Paul Livingston, Chairman
Richland County Council
2308 Park Street
Columbia, SC 29201

Dear Chairman Livingston,

Congratulations to all on opening the first phase of the Saluda Riverwalk. Now, we want to firm up our collective commitments to move to finish Phase Two. Our River Alliance letter of May 17th 2021, outlined the Boyd Family Foundation's offer to fund the Broad River Bridge and asked that Richland County fund the connection from the Boyd Island Sanctuary to the "Zoo" side of the Bridge. Collectively we recognize Covid's impact on construction estimation and the necessary gap between now and the conclusion of the necessary state and federal permitting. We have worked closely with Richland County staff and the Foundation to agree on the necessary level of required capital funding.

Our team met with Allison Steele and concurred on the most likely estimate for County funding of the Boyd Island to the Bridge section to be approximately \$2.2 M. The necessary design documents with permits will be prepared by the Alliance and funded by the Foundation. These will be provided to the County for the County controlled bid process. The County will then administer this section as a County project. This is, of course, part of the original footprint of the Penny Saluda Riverwalk project.

Concurrently, our team presented the Broad River Bridge to the Boyd Foundation for decision on the estimated cost. Again, the Covid inflation and necessary permitting delay were considered. Our original estimate was at the \$3.0M mark. Our pessimistic estimate is that this could increase by 20% to approximately \$3.6 M. They are committed to building the Broad River Bridge and have directed us to move forward with permitting this bridge option.

We support the County staff recommendation for the allocation funding to support Phase 2. We will continue to work closely with County staff and the Boyd Family Foundation to make the completion of Phase II of the Saluda Riverwalk a reality. As always, we are ready to assist and are happy to show off both the completed Saluda Phase 1 and our plans for Phase 2.

Sincerely,

Michael T. Dawson
CEO

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

AN EMERGENCY ORDINANCE EXTENDING PREVIOUS EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE MASKS TO HELP ALLEVIATE THE SPREAD OF COVID 19, SPECIFICALLY THE RECENT SURGE IN THE DELTA VARIANT.

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.

WHEREAS, on September 14, 2021, Richland County Council passed Ordinance 036-21HR, an Emergency Ordinance Requiring the Wearing of Face Masks to Help Alleviate the Spread of COVID-19, Specifically the Recent Surge in the Delta Variant; and,

WHEREAS, the Council finds that the emergency conditions present on September 14, 2021, are still present today; and,

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-25 provides that:

All counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them. The powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties.

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-130 provides that:

To meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances; but such ordinances shall not levy taxes, grant, renew or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency. Every emergency ordinance shall be enacted by the affirmative vote of at least two-

thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment; and

WHEREAS, Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provides:

(a) An emergency ordinance may be enacted only to meet public emergencies affecting life, health, safety, or the property of the people. Such an ordinance may not levy taxes, grant, renew or extend a franchise nor may it impose or change a service rate;

(b) Each emergency ordinance shall contain a declaration that an emergency exists, defining the emergency, and shall be entitled an "Emergency Ordinance";

(c) Emergency ordinances require no readings or prior publications before adoption by county council;

(d) Emergency ordinances require a two-thirds (2/3) affirmative vote of members present for adoption;

(e) An emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment; and.

(f) The clerk of council shall be responsible for indexing and providing for compilation of the emergency ordinance adopted and shall, with the county attorney's assistance, cause a copy of the emergency ordinance to be filed in the office of the clerk of court;

WHEREAS, in light of the foregoing, County Council deems it proper and necessary to extend Emergency Ordinance 036-21HR and its subsequent extensions;

NOW, THEREFORE, by virtue of the authority vested in the governing body of Richland County pursuant to Home Rule, S.C.Code Ann. Sections 4-9-25 and 4-9-130, and in accordance with the requirements of S.C.Code Ann. Section 4-9-130 and Richland County Code of Ordinances, Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31, and in light of the foregoing, the governing body of Richland County declares that an emergency exists with respect to the presence of and the spread of the Coronavirus (COVID-19), and pursuant to the above authorities, and incorporating the federal and state emergency declarations, orders, measures, guidance and recommendations set forth in the prefatory clauses hereinabove, extends EMERGENCY ORDINANCE 036-21HR, for an additional 60 days, as allowed by law.

SECTION II. Severability. If any section, subsection, or clause of this Emergency 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 Emergency Ordinance shall be effective beginning on _____, 2021. This Ordinance shall automatically expire on the 61st day after enactment of this Ordinance.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS _____ DAY OF
_____, 2021

Michelle Onley
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



REQUEST OF ACTION

Subject: FY22 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 3.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would on8ly require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$211,475
FY2022 Allocations	\$ 35,000
Lower Richland Sweet Potato Festival	\$ 5,000
Columbia Music Festival Association	\$ 15,000
Total Allocation	\$ 20,000
Remaining Balance	\$238,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$35,000** for District 10.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2021 Remaining		\$ 16,775
FY2022 Allocations		\$ 20,000
	Lower Richland Sweet Potato Festival	\$ 25,000
	SC Gospel Quartet	\$ 10,000
Total Allocation		\$ 35,000
Remaining Balance		\$ 44,200

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION STEPHEN STALEY, SHIRANI FULLER, AND RICHARD PLAYER AS CODE ENFORCEMENT OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

STEPHEN STALEY, SHIRANI FULLER AND RICHARD PLAYER

are hereby appointed and commissioned Code Enforcement Officers of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's public works regulations and stormwater management regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, neither Stephen Staley nor Shirani Fuller nor Richard Player shall perform any custodial arrests in the exercise of their duties as code enforcement officers. Each of these appointments shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's public works and stormwater management regulations.

ADOPTED THE 6TH DAY OF APRIL, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Interim Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION YVONNE BELTON
GILLIAM AS A CODE ENFORCEMENT OFFICER FOR THE PROPER
SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND
COUNTY.**

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

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

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

ADOPTED THIS THE 9th DAY OF NOVEMBER, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION ANGIE RENEE COOPER
AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

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

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

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

ADOPTED THIS THE 9th DAY OF NOVEMBER, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jani Tariq Hussain		Title:	Deputy Director	
Department:	Utilities	Division:	Utilities		
Date Prepared:	10/22/2021	Meeting Date:	11/9/2021		
Legal Review				Date:	
Budget Review				Date:	
Finance Review				Date:	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	County Council				
Subject:	South Carolina Rural Water Association (SCRWA) Voting Delegate Approval				

STAFF’S RECOMMENDED ACTION:

Staff recommends that the County Council approve the Voting Delegate form to represent and participate in the SCRWA initiatives.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	Yes
If no, is a budget amendment necessary?	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

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

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County is active member of the South Carolina Rural Water Association (SCRWA). Jill Miller Executive Director informed us that Herman Keller of Town of Santee that was serving for the District 2 is retiring. We have been selected to represent the District 2 for a three years term to help with SCRWA Bylaws for South Carolina and partnering with the National Rural Water Association (NRWA), South Carolina Department of Health and Environmental Control (SCDHEC), Environmental Protection Agency (EPA) and USDA Rural Development to improve the water and wastewater service regulations. SCRWA with the help of Legislative Advocacy and Communication Initiative (LACI) monitors, communicates and intervenes, when necessary, in regulatory and legislative matters that affect utilities statewide. We would like to request approval to represent Richland County in District 2 and support the SCRWA initiatives.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The South Carolina Rural Water Association (SCRWA) office is at 128 Stonemark Lane, Columbia SC 29210. Established in 1976, SCRWA is a 501 (c)3 trade association that assists public and private water and wastewater systems statewide to ensure that the residents of South Carolina have access to clean water. SCRWA is an affiliate of the National Rural Water Association. The SCRWA mission is to provide technical assistance, training, public education and outreach, publications, members services and legislative monitoring. SCRWA vision is to be South Carolina's premier resource in meeting the dynamic needs of the water and wastewater industry.

ATTACHMENTS:

1. Exhibit 1: Map of the SCRWA Districts
2. SCRWA Voting Delegate Form

Exhibit 1
SC Voting Districts



District
1

District
4

District
2

District
5

District
3

District
6

**A RESOLUTION TO PROVIDE A DELEGATE TO REPRESENT
RICHLAND COUNTY AT THE SOUTH CAROLINA RURAL WATER
ASSOCIATION (SCRWA) FOR DISTRICT TWO.**

WHEREAS, The South Carolina Rural Water Association (SCRWA) office is located at 128 Stonemark Lane, Columbia SC 29210. Established in 1976, SCRWA, an affiliate of the National Rural Water Association, is a 501 (c)3 trade association that assists public and private water and wastewater systems statewide to ensure that the residents of South Carolina have access to clean water.

WHEREAS, The SCRWA mission is to provide technical assistance, training, public education and outreach, publications, member services and legislative monitoring. SCRWA's vision is to be South Carolina's premier resource in meeting the dynamic needs of the water and wastewater industry.

WHEREAS, SCRWA has six districts with members, sponsors and regulatory agencies from all over the State of South Carolina working together for the betterment of the residents of South Carolina. The current Board Members are: Bobby Brock, Marlboro Water Co.; Chuck Cortez, Big Creek & Hammond Water Districts; Curt Dillard, Woodruff-Roebuck Water District; Linda Evans, Dorchester County Water Authority; Charlie Gray, Chesterfield County Rural Water; Julie Johnson, Darlington County Water & Sewer Authority; Herman Keller, Town of Santee; Jeremy Randall, Montmorenci-Couchton Water District; Ava Robichaux, St. Johns Water Company; Tommy Staton, SJWD Water District; and Stephen White, Retired.

WHEREAS, Richland County Council adopts this resolution dated _____, 2021, to appoint **Jani Tariq Hussain, Deputy Director** of Richland County Utilities to serve on the SCRWA as a voting delegate for District 2; and

WHEREAS, in his absence **Bill Davis, Director** of Richland County Utilities will serve as an alternate voting delegate, and

WHEREAS, this appointment is for the term of three years beginning on December 1, 2021 and expiring on December 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, Richland County Council appoints Jani Tariq Hussain to serve on the SCRWA as a voting delegate for District 2.

RESOLVED: _____, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

State of SOUTH CAROLINA

County of _____



VOTING DELEGATE

Richland County Utilities, a member of the South Carolina Rural Water Association
System Name

pursuant to Article VI, Section Six of the Association Bylaws, does hereby constitute and

appoint Jani Tariq Hussain as the voting delegate and Bill Davis
Delegate's Name *Alternate Delegate's Name*

as the alternate voting delegate. The authority granted herein shall begin on 12/01/2021
Date

and expire on 12/01/2024.
Date or "Upon Written Notice"

President of and for, on behalf of the Corporation

OR

Mayor of the Town

I, _____ representing the system of Richland County Utilities,
Official's Name *System Name*

do herein attest and confirm that the above named delegate and alternate delegate have been

appointed in accordance with a resolution duly adopted by _____,
Governing Body for System

the governing body for the Corporation on this _____ day of _____, 20_____.

Secretary's Signature

