

**RICHLAND COUNTY**  
**SPECIAL CALLED MEETING**  
**AGENDA**



**TUESDAY JULY 12, 2022**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2021-2022



Deirek Pugh  
District 2



Bill Malinowski  
District 1



Overture Walker  
District 8  
Chair



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Joe Walker, III  
District 6



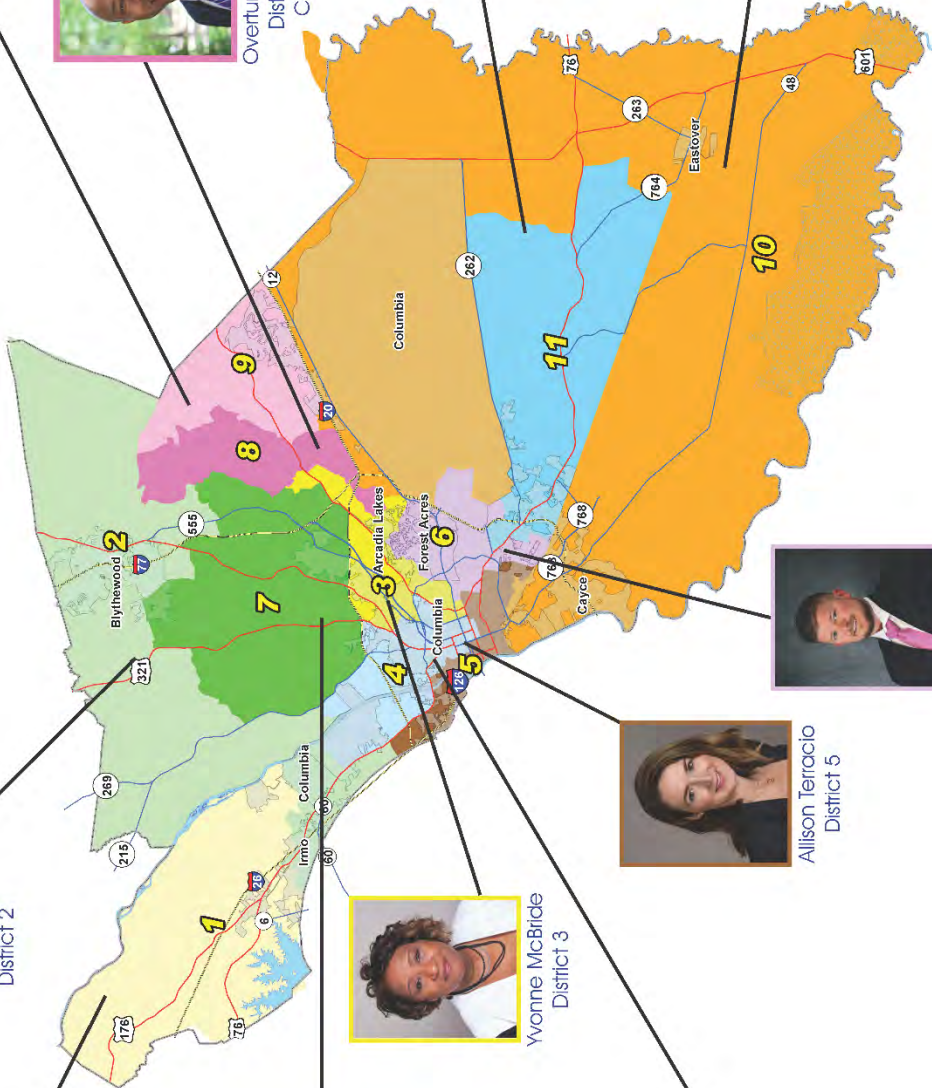
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Vice Chair





**Richland County  
Special Called Meeting**

**AGENDA**

July 12, 2022 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker, Chair
2. **INVOCATION** The Honorable Yvonne McBride
3. **PLEDGE OF ALLEGIANCE** The Honorable Yvonne McBride
4. **APPROVAL OF MINUTES** The Honorable Overture Walker
  - a. Regular Session: June 21, 2022 [PAGES 9-16]
  - b. Zoning Public Hearing: June 28, 2022 [PAGES 17-19]
5. **ADOPTION OF AGENDA** The Honorable Overture Walker
6. **PRESENTATION OF PROCLAMATION** The Honorable Paul Livingston  
The Honorable Overture Walker  
The Honorable Cheryl English  
The Honorable Allison Terracio
  - a. A Proclamation recognizing the Columbia-Richland Fire Department on being named a 'Fire Safe South Carolina' Community
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.*

  - a. Alvin S. Glenn Detention Center
8. **CITIZEN'S INPUT** The Honorable Overture Walker
  - a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZEN'S INPUT** The Honorable Overture Walker
  - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**  
**[PAGES 20-21]**

Leonardo Brown,  
County Administrator

- a. Coronavirus Update
- b. Other Updates

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

Anette Kirylo,  
Clerk of Council

- a. 2023 Council Retreat Date and Location

**12. REPORT OF THE CHAIR**

The Honorable Overture Walker

**13. OPEN/CLOSE PUBLIC HEARINGS**

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and City Roots, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters
- b. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Move to invite the Richland County Conservation Commission to present the Lower Richland Tourism Plan to Council [NEWTON and ENGLISH - November 16, 2021] [PAGES 22-26]
- b. I move to have staff amend section 26-186 (Development with Open Space Design Standards) of the Land Development Code by amending the formula used in determining the total number of units allowed in the utilization of density-based and density bonus design standards by subtracting the constrained open space area acreage from the total site acreage prior to calculating. In addition, all lots must conform to the DHEC minimum required sizes so no bonus allows that lot size to be less



than the DHEC requirement. [MALINOWSKI - January 4, 2022] [PAGES 27-30]

- c. An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation [FIRST READING] [PAGES 31-33]
- d. Department of Public Works - Solid Waste & Recycling Division - Collection Area 2 Contract Amendment/Extension [PAGES 34-71]
- e. Department of Public Works - Solid Waste & Recycling Division - Collection Area 4 Contract Amendment/Extension [PAGES 72-109]
- f. Richland County Sheriff's Department - Additional School Resource Officer - Keenan High School [PAGES 110-115]

**15. THIRD READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures [PAGES 116-120]
- 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 City Roots, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters [PAGES 121-166]
- c. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto [PAGES 167-188]

**16. FIRST READING ITEMS**

The Honorable Overture Walker

- a. An ordinance amending the School Resource Officer line item in the FY 2023 Budget Ordinance (No. 012-22-HR) of Richland County, South Carolina [PAGES 189-193]

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

The Honorable Bill Malinowski

- a. I move to consider Riverbanks Parks Commission's petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens [O. WALKER - June 7, 2022] [PAGES 194-217]

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

The Honorable Paul Livingston

- a. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related hereto [PAGES 218-221]

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

The Honorable Gretchen Barron

**a. ITEMS FOR ACTION**

1. Existing Richland County Council Ad Hoc Committee List [PAGES 222-223]

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

The Honorable Jesica Mackey

- a. Broad River Road Widening Project Right-of-Way Acquisition [PAGES 224-233]
- b. Southeast Richland Neighborhood Improvements (SERN) Sidewalk Phase 2 [PAGES 234-241]

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

The Honorable Gretchen Barron

- a. Award of American Rescue Plan Funding as follows: [PAGE 242]
  1. Recreation Commission - \$75,000
  2. Richland Library - \$400,000
  3. Midlands Technical College - \$375,000
  4. Columbia Area Mental Health - \$135,000
  5. Transitions Homeless Center - \$200,000
- b. Proposed grant application and application process [PAGES 243-262]
- c. G.A.N.G.S. in Peace Initiative [PAGES 263-280]

**22. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

The Honorable Jessica Mackey

- a. Strategic Planning Report [PAGES 281-343]

**23. OTHER ITEMS**

The Honorable Overture Walker

- a. FY23 - District 1 Hospitality Tax Allocations [PAGES 344-345]
- b. FY23 - District 9 Hospitality Tax Allocations [PAGES 346-347]

**24. EXECUTIVE SESSION**

Patrick Wright, County Attorney

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

**25. MOTION PERIOD**

**26. ADJOURNMENT**

The Honorable Overture Walker



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



Richland County Council  
REGULAR SESSION  
**MINUTES**  
June 21, 2022 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Kyle Holsclaw, Michael Byrd, Dale Welch, Leonardo Brown, Lori Thomas, Patrick Wright, Justin Landy, Aric Jensen, Abhijit Deshpande, Anette Kirylo, Dwight Hanna, Angela Weathersby, Judy Carter, Michael Maloney, John Thompson, Quinton Epps, Geo Price, Steven Gaither, Brian Fitzgerald, Cheryl Johnson, Tim Nielsen, Dante Roberts, Ashiya Myers, Brittney Hoyle-Terry, Bill Peters, Sandra Haynes, Casey White, Syndi Castelluccio and Jeff Ruble

1. **CALL TO ORDER** – Vice-Chairwoman Jessica Mackey called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Honorable Bill Malinowski.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski.
4. **PRESENTATION OF PROCLAMATIONS**
  - a. **A Proclamation Recognizing June as National Safety Month** – Ms. Mackey presented a proclamation to Risk Management personnel in honor of National Safety Month.
  - b. **A Proclamation Recognizing County Environmental Education Analyst Chanda Cooper** – Mr. Aric Jensen, Assistant County Administrator, presented Ms. Cooper with a proclamation in recognition of her being named the 2022 Environmental Educator of the Year by the Environmental Education Association of South Carolina.
  - c. **A Proclamation Recognizing June as Pride Month** – Ms. Terracio presented a proclamation recognizing June as Pride Month.
5. **APPROVAL OF MINUTES**
  - a. **Special Called: May 26, 2022**
  - b. **Regular Session: June 7, 2022**

Mr. Malinowski stated the correct funding amount for Item #18 “Hospitality Tax (Approval of SERCO funding)” is \$67,895 for both 2<sup>nd</sup> and 3<sup>rd</sup> Reading of the Budget.

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

**Regular Session  
June 21, 2022**

-1-

9 of 347

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

Not Present: O. Walker

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Mr. Patrick Wright, County Attorney, requested to add the Road User Fee Update to Executive Session.

Mr. Livingston moved to adopt the agenda as amended, seconded by Mr. J. Walker.

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

Not Present: O. Walker

The vote in favor was unanimous.

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

- a. Alvin S. Glenn Detention Center
- b. Review of Boards, Commissions and Committees Not Currently Active
- c. Road User Fee Update

Mr. Wright noted the “Review of Boards, Commissions and Committees Not Currently Active” will affect an item later on the agenda under the Report of the Rules and Appointments Committee.

Mr. Livingston moved to take up all of the Executive Session items at the end of the meeting, and defer action on the item under the Report of the Rules and Appointments Committee, seconded by Mr. Malinowski.

Ms. Kirylo noted the item Mr. Wright is referring to is the Boards, Commissions and Committees, which is not impacted by the item for Executive Session.

Ms. Barron stated, for clarification, the item for Executive Session does need to be discussed, as it relates to an item that was approved at the last Council meeting.

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

Not Present: O. Walker

The vote in favor was unanimous.

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing
  - 1. Ms. Kathleen Rush, 204 Duck Pond Road, Columbia, SC 29223 – Solid Waste
  - 2. Liewendelyn Hart, 4443 Bethel Church Road, Apt. 24, Columbia, SC 29204 – Pinewood Lake Park



9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
  - 1. Aubrey Jenkins, 1900 McFadden Street, Columbia, 29204 – Invitation to Community Event at Progressive Church, 2222 Barhamville Road.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Leonardo Brown, County Administrator, stated the County is currently in Community Level High. He encouraged everyone to follow the CDC Guidelines.
- b. Other Updates – Mr. Brown noted the County received a Rural Infrastructure Authority (RIA) Grant Award of \$500,000 for the Shady Grove Road Pump Station Project.

There is a work session scheduled for July 21<sup>st</sup> at 4:00 PM to discuss the Richland County Public Safety Complex.

Mr. Brown noted the County submitted the Emergency Rental Assistance Program to the SCAC. Unfortunately, we did not win an award.

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

- a. Proposed 2023 Council Retreat Date and Location – Ms. Anette Kirylo, Clerk to Council, requested feedback on locations and dates for the 2023 Council Retreat by June 28<sup>th</sup>. The proposed dates are January 19-20, 26-27 or February 2-3.

Ms. Mackey moved to authorize the Clerk to look at Charleston and Rock Hill/York County to hold the 2023 Council Retreat, seconded by Ms. Barron.

Mr. Malinowski moved to have Council members bring back recommendations to the Clerk's Office by June 28<sup>th</sup> as requested by the Clerk to Council.

The motion died for lack of a second.

Ms. Terracio requested a friendly amendment to also look at locations in Richland County.

Mr. Livingston noted the motion does not preclude adding a recommendation to the list of proposed locations.

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

Opposed: Malinowski and J. Walker

Not Present: O. Walker

The vote was in favor.

- b. Strategic Planning Work Session – Ms. Kirylo reminded Council the work session is scheduled for June 23<sup>rd</sup>.

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

### 13. SECOND READING ITEMS

- a. An Ordinance Amending Ordinance #05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures – Mr. Malinowski stated he has been communicating with Mr. Aric Jensen, Assistant County Administrator. During the discussions, he had been stating Council never requested staff to move forward with any code changes; however, he stands corrected. A previous Council did approve the consulting firm to move forward with the creation of a new Land Development Code. Since that time, we have new Council members and have received push back from the County's property owners about the new code. He and Mr. Jensen agree we need to come up with a more precise way of handling the overall code. The possibility exists we may only need to fix some of the problems in the old code.

Mr. Malinowski moved to send this back to staff to create an interim ordinance that addresses the concerns of Council and the people of Richland County, seconded by Mr. Pugh.

Ms. Mackey inquired what this does in regards to procedure. Would we be starting over?

Mr. Wright responded it depends on what you decide to do. If you send it back and make changes to what has been proposed, it will come back for 2<sup>nd</sup> Reading. Otherwise, you would be starting from the beginning.

Ms. Newton stated, while we were updating our ordinance, there were dates put on the books that specified when a new Land Development Code was going to take effect. If Mr. Malinowski's motion passes, and we send it back to staff, what happens with the dates already on the record.

Mr. Wright responded, technically, we are outside of the dates, so it would be prudent to have the interim measures to rescind the dates.

Mr. Brown noted there are two ways to look at this. One is we are trying to address it as a whole. The other is we are trying to address the item we are trying to change the dates on. Mr. Malinowski' motion, in effect, is trying to deal with it, but you still have to address what you have before you now.

Mr. Malinowski withdrew his motion.

Mr. Malinowski moved to scrap the dates and interim ordinance and create something in collaboration with staff, seconded by Mr. Pugh.

Mr. Wright responded the only problem is what would be standing would still contain the wrong dates.

Mr. J. Walker stated, for clarification, Item 13(a) needs to be done regardless of the direction we take the Land Development Code Rewrite.

Mr. Livingston moved to approve this item for 2<sup>nd</sup> Reading, seconded by Mr. J. Walker.

Ms. Barron stated, for clarification, all we are voting on is the date.

Mr. Wright responded in the affirmative.

Ms. Barron noted, if there are somethings which concern us, we still have an option to address them because we are talking about a separate document.

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

Opposed: Malinowski, Pugh and English

Not Present: O. Walker

The vote was in favor.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Greens to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters – Ms. English moved to approve this item, seconded by Mr. Livingston.

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

Not Present: O. Walker

The vote in favor was unanimous.

**POINT OF ORDER** – Ms. Newton inquired if it would have been appropriate for Mr. Malinowski to make a different motion regarding the Land Development Code once Council took up Item 13(a).

Mr. Wright responded Council can make motions regarding the Land Development Code at any time.

Ms. Barron requested to change her vote on Item 13(a).

Mr. Wright ruled the vote has already been published; therefore, a motion for reconsideration would have to be made for Ms. Barron to change her vote.

Ms. Barron moved to reconsider Item 13(a), seconded by Mr. Malinowski.

Ms. Barron withdrew her motion for reconsideration. She noted this was confusing for Council, and she knows this is going to be confusing for the general public.

#### 14. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Piecemaker; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

Ms. Terracio inquired if there is any additional information that can be shared regarding this project.

Mr. Ruble responded this company is a manufacturer of steel components located on Mauney Drive and has been in existence since the 1930s. The company plans to create approximately 30-40 new jobs. The average pay is \$25.00/hr. The investment will be approximately \$3M.

Mr. Malinowski inquired what accounts for an equivalent job.

Mr. Ruble responded it equates to a full-time job. A lot of companies contract out their employees.

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

Not Present: O. Walker

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Piecemaker to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

**Regular Session  
June 21, 2022**

-5-

13 of 347

## 15. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

### a. ITEMS FOR ACTION

1. Board, Commission and Committee Descriptions – Ms. Barron stated the committee recommended approval of the updated board, commission and committee descriptions.

Ms. Newton inquired if we approve the changes, as written, without putting in writing the discretion for special circumstances, does that prevent us from taking actions in the future.

Mr. Wright responded it would be a simple motion of Council to approve the special circumstances. The committees in the County's ordinance are the only ones that Council may not be able to make special accommodations for.

Ms. Newton noted, in the future, we may need to address how we deal with unfinished terms.

Ms. McBride made a friendly amendment that it would be beneficial to have representation from various districts on the boards, commissions and committees, seconded by Ms. Terracio.

Ms. Newton stated it one thing to say you must have a representative from every district, and another thing to say we value and/or prioritize representation from across the County.

Ms. Barron noted we have applicants that come before the committee that does not even know who their representative is. It is up to the body to recruit individuals for these vacancies and encourage them to apply to ensure there is more diverse representation.

Ms. McBride withdrew her motion.

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

Not Present: O. Walker

The vote in favor was unanimous.

2. Online Boards, Commissions and Committees Attendance Form – Ms. Barron recommended approval of this item.

Mr. Tim Nielsen, IT Department, gave a brief overview of the online attendance form.

Ms. McBride inquired if the applicant's district can be a part of the form.

Mr. Nielsen responded in the affirmative.

Ms. Terracio stated she is concerned if we are publishing people's phone numbers and email addresses. She inquired as to how easy it will be to fill out this form by the committee's point of contact.

Ms. Barron noted this is not an additional task, but a different way of doing a task they should have already been doing. This task is required by all boards, commissions, and committees. This will ensure we get the data in a uniform way.

Ms. Mackey stated this form will only be seen by staff, and all information will remain confidential.

Ms. Barron restated the motion, for the record, is to approve the online attendance form and to include the applicant's district on the form.

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

The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Ms. Newton thanked the Rules and Appointments for their fabulous work that has come before them.

**POINT OF PERSONAL PRIVILEGE** – Ms. McBride thanked the Clerk’s Office for all of their hard work assisting the Rules and Appointments Committee.

16. **OTHER ITEMS**

- a. A Resolution to appoint and commission Christina Elizabeth Adams as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Newton moved to approve this item, seconded by Ms. Terracio.

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

Not Present: O. Walker

The vote in favor was unanimous.

- b. Optional Employer Participation Resolution for Participation in the State Insurance Benefits Program – Mr. Brown stated this item is a requirement for the County to be considered to join the State’s Health Care Program.

Mr. J. Walker moved to approve this item, seconded by Ms. Barron.

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

Not Present: O. Walker

The vote in favor was unanimous.

Ms. Barron moved to reconsider Item 16(b), seconded by Mr. J. Walker.

Mr. Malinowski made a substitute motion to reconsider Items 16(a) and (b), seconded by Mr. J. Walker.

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

Not Present: O. Walker

The motion for reconsideration failed.

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

Ms. Terracio stated she is unclear why we are going into Executive Session to discuss Rules and Appointments matters.

Mr. Wright responded there are potential legal consequences regarding the recommendation.

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

Opposed: J. Walker

Not Present: O. Walker

The vote was in favor.

***Council went into Executive Session at approximately 7:10 PM  
and came out at approximately 7:24 PM***

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

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

Not Present: O. Walker

The vote in favor was unanimous.

- a. **Alvin S. Glenn Detention Center** – No action was taken.
- b. **Review of Boards, Commissions and Committees Not Currently Active** – Ms. Barron stated, as it relates to Section 2-332. Boards, Commissions and Committees, to retain Disability and Special Needs Board, the Emergency Planning Committee and Bond Review Committee in the ordinance, seconded by Mr. Livingston.

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

Not Present: O. Walker

The vote in favor was unanimous.

- c. **Road User Fee Update** – No action was taken.

#### 18. **MOTION PERIOD**

- a. To rename the Discretionary Grants Committee to the Community Impact Grant Committee, and add additional Council members to the committee. This comes from Council's recent budget motion to allocate an additional \$300,000 to the committee and develop a process that creates accountability and transparency [MACKEY] – Vice-Chairwoman Mackey referred this item to the Rules and Appointments Committee.

#### 19. **ADJOURNMENT** – Mr. J. Walker moved to adjourn, seconded by Ms. Terracio.

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

Not Present: O. Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 7:47 PM.

**Regular Session  
June 21, 2022**

**-8-**

16 of 347





Richland County Council  
Zoning Public Hearing  
**MINUTES**  
June 28, 2022 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

---

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

OTHERS PRESENT: Anette Kirylo, Dale Welch, Leonardo Brown, Abhijit Deshpande, Michelle Onley, Patrick Wright, Justin Landy, Kyle Holsclaw, Angela Weathersby, Geo Price, Tommy DeLage and Tamar Black

- II. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions/deletion to the agenda.
- IV. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the agenda as published, seconded by Ms. Mackey.

Mr. Malinowski inquired who added the Executive Session item and why it was added to this meeting and not a Council meeting.

County Attorney Patrick Wright responded a Zoning Public Hearing is a Council meeting, and any Council meeting can have an Executive Session. He stated he requested to add the Executive Session item to the agenda, so he could provide legal advice regarding the Land Development Code Rewrite.

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

Not Present: Terracio and Newton

The vote in favor was unanimous.

V. **EXECUTIVE SESSION**

- a. **Ordinance #05-53.5-21 Legal Update (Land Development Code Proposed Rewrite)** - Mr. Wright stated this item affects all of the items listed on the agenda.

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

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

Not Present: Terracio and Newton

The vote in favor was unanimous.

*(No Audio)*

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

Not Present: Terracio and Newton

The vote was in favor of coming out of Executive Session was unanimous.

***Council Went into Executive Session at approximately 7:10 PM  
And came out at approximately 7:26 PM***

Mr. O. Walker noted they received legal advice regarding the Land Development Code Rewrite and no action was taken in Executive Session.

Ms. Mackey moved to defer all public hearing item the next scheduled Zoning Public Hearing, seconded by Ms. English.

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

Abstained: J. Walker (As he was not present in Executive Session)

Not Present: Terracio and Newton

The vote in favor was unanimous.

## **VI. MAP AMENDMENTS**

1. *Case # 22-007 MA  
Lucky Detty  
RM-HD to OI (.231 acres)  
116 Beatty Downs Road  
TMS# R06106-01-39 [FIRST READING]*
2. *Case # 22-009 MA  
Josh Brown  
RU to GC (1 acre)  
341 Western Lane  
TMS# R04000-03-03 [FIRST READING]*
3. *Case # 22-010 MA  
Stanley Gallman  
RS-MD to GC (1 acre)  
515 Mason Road  
TMS# R11708-02-14 [FIRST READING]*

4. *Case # 22-011  
MA Oliver Mack  
RC to LI (4.7 acres)  
6108 Bluff Road  
TMS# R21300-01-02, 31 and 32 [FIRST READING]*
5. *Case# 22-012  
MA Richard Hendy  
E/S Hard Scrabble Rd  
PDD to PDD (4.63 acres)  
TMS# R20400-01-19 [FIRST READING]*
6. *Case # 22-013  
MA Patrick Palmer  
M-1 to GC (161.79 acres)  
310 Killian Road  
TMS # R14600-03-16 [FIRST READING]*
7. *Case # 22-015  
MA Brent Chitwood  
M-1 to GC (29.96 acres)  
E/S Broad River Road  
TMS# R02500-05-10 [FIRST READING]*

The Zoning Public Hearing items were deferred until the next Zoning Public Hearing.

VII. **ADJOURNMENT** – Ms. Barron moved to adjourn, seconded by Ms. English.

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

Not Present: Terracio and Newton

The vote in favor was unanimous



## Report of the County Administrator

*Special Called Meeting – July 12, 2022*

---

### CORONAVIRUS UPDATE:

#### **COVID 19 Statistical Data for Current Reporting Period**

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

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

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

56.3% of Richland County residents eligible to be vaccinated have completed their vaccination

235,802/419,051

Ranks 12 of 46 Counties in South Carolina with a Completed Vaccination Rate per 100k of **31,701**

52.4% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,732,919/5,218,040

### OTHER UPDATES:

#### **Richland County Public Safety Complex**

Work session to discuss project update(s) scheduled for July 21<sup>st</sup>, at 4:00pm.

#### **Five Year Consolidated Plan FY 2022-2026; FY 2022 Annual Action Plan Budget and Projects for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME)**

Pursuant to 24 CFR 91.15(a)(1), Richland County is required to submit its Consolidated Plan to HUD at least 45 days before the start of its program year. The submission deadline is August 16, 2022. Due to congressional changes in the CDBG allocation percentages, this year HUD did not provide the award budget information to Richland County until May 13, 2022

Staff will be recommending approval of the Five Year Consolidated Plan FY 2022-2026 and FY 2022 Annual Action Plan budget and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds.

While Council cannot take action until after the public display period ends on August 8<sup>th</sup>, it may review and become familiar with the materials at any time. The item is currently scheduled to go before the Administration & Finance Committee on July 26<sup>th</sup>, but will also be provided in the Report of the County Administrator on July 19<sup>th</sup>.

### **Employee Appreciation**

To thank employees for their commitment, dedication to service and all they do to ensure the Mission of Richland County of Government is met, during the week of July 18, 2022, Richland County will show appreciation by providing Honey Baked boxed lunches to all employees.

Arrangements have been made to have the lunches bagged and marked for each respective department/division's pick up from various locations. Administration will be on site to express appreciation as staff from each department pick up the lunches. County Council members are welcome and invited to participate in this employee appreciation effort.

The tentative schedule is as follows:

Tuesday, July 19, 2022

10:30 AM-Magistrate Court & Sheriff

11:30 AM-Department of Public Works

12:30 PM-Detention Center (Tentative)

Wednesday, July 20, 2022

10:30 AM-Administration

11:30 AM-Judicial Center

Thursday, July 21, 2022

10:30 AM-Detention Center

## Richland County Council Request for Action

**Subject:**

Move to invite the Richland County Conservation Commission to present the Lower Richland Tourism plan to Council [NEWTON and ENGLISH – November 16, 2021]

**Notes:**

June 28, 2022 – The D&S Committee recommended Council accept the Lower Richland Tourism Plan and forward it to the Planning Commission for inclusion in the Comprehensive Plan as appropriate.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	June 9, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 10, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 10, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Lower Richland Tourism Plan presentation & Adoption into the Lower Richland Master Plan		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends accepting the Lower Richland Tourism Plan and forward it to the Planning Commission for inclusion in the Comprehensive Plan as appropriate.

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 Lower Richland Tourism Plan (LRTP) recommends multiple capital and programmatic projects over a 10 year time frame. All of the projects are dependent on annual funding allocations from the Council, from grants, from millage, and from other sources. As such, it is understood that the capital project spreadsheet will be revised at least annually consistent with actual funding availability.

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

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

Move to invite the Richland County Conservation Commission to present the Lower Richland Tourism plan to Council.

<i>Council Member</i>	The Honorable Cheryl English, District 10 and Chakisse Newton, District 11
<i>Meeting</i>	Regular Session
<i>Date</i>	November 16, 2021

## STRATEGIC & GENERATIVE DISCUSSION:

### *Process Summary*

The Richland County Conservation Commission (RCCC) contracted with Asakura Robinson in 2017 to prepare the Lower Richland Tourism Plan (LRTP), and it was completed and approved by the RCCC in June 2018. At the December 16, 2021 Development & Services (D&S) Committee meeting, RCCC Chair John Grego presented the LRTP and answered questions. The D&S Committee voted to schedule a County Council Work Session for further discussion of the LRTP. The RCCC subsequently conducted an informal "drop-in" for County Council, staff, and the public on February 15, 2022, which was well attended. A County Council Work Session was then scheduled and completed on May 26, 2022.

At this time it is requested that the Committee forward the LRTP to Council for consideration. Since the LRTP is not a true regulatory document, the Committee may recommend that the Council approve or accept it, but not adopt it. If the Committee and Council so desire, the land use elements or the entire LRTP could be incorporated into the County Comprehensive Plan by appendix or direct inclusion. At that point the LRTP or applicable sections would become part of an adopted regulatory document.

### *Background and Purpose*

Nearly 160,000 Congaree National Park (CNP) visitors spend approximately \$7.8 million per year within a 60-mile radius of the Park. The LRTP focuses on engaging Lower Richland residents in the tourism economy by providing and encouraging the development of activities that would give a reason for CNP visitors to stay longer and expend more money in Lower Richland. These goals would be accomplished in the following ways:

1. Hiring a specialized contractor to find local interested individuals to develop identified and yet-to-be identified tourism experiences in Lower Richland;
2. Providing access to small business training and other resources to aid in small business start-ups;
3. Developing camping, cabins, trails and other opportunities on County owned property to encourage longer stays in Lower Richland and more opportunities for CNP visitors to spend funds in the area to enhance private entrepreneurial efforts;
4. Developing Private-Public-Partnerships or concessions on County owned property to engage local residents and businesses.

The LRTP seeks to utilize the existing natural, cultural, and heritage resources in the Lower Richland area to promote tourism and to benefit local residents and businesses. The LRTP is a vision for a sustainable, inclusive tourism economy in Lower Richland that builds on and strengthens local nature, culture, heritage, and economic assets.

Communities around the country have taken advantage of national parks and related tourist attractions to create and enhance local businesses in significant ways. Examples include Damascus, Virginia which is near the Virginia Creeper Trail. Over half of the businesses surveyed in the Damascus area said that more than 61% of their income is from trail use. Damascus is a small rural town which can serve as a model for how existing assets such as parks and trails can be utilized to stimulate local economies in a positive, sustainable way. If just 15% of the \$7.8 million currently spent by visitors to CNP outside of Lower Richland could be captured locally, it would generate over \$1 million dollars for the area.

The cornerstone of this project is the combination of the proposed Small Business Incubator component and the County-owned Mill Creek and Cabin Branch properties adjacent to CNP. The County properties are less restrictive than the National Park, and could provide opportunities for on-site concessions, camping, cabins, trails, and other facilities not permitted within CNP.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

**ATTACHMENTS:**

1. Lower Richland Tourism Plan Implementation - 5-Year Plan

<b>Lower Richland Tourism Plan Implementation - 5-year plan</b>	
(capital cost estimates - plus or minus 25 to 50%)	
<b>Year 1 - FY21-22</b>	
Design and obtain ACE 404 Permit for Bridge Replacement	\$250,000
Procure and begin implementation of Heritage Tourism Marketing Plan	\$125,000
<b>total:</b>	<b>\$375,000</b>
<b>Year 2 - FY22-23</b>	
Begin implementation of Small Business Incubator related to tourism	\$60,000
Begin implementation of Heritage Tourism Marketing Plan	\$225,000
Create Long-term Master Plan for Cabin Branch (CB) and Mill Creek (MC) properties with cost estimates	\$150,000
MC - Replace damaged bridge	\$1,250,000
<b>total:</b>	<b>\$1,685,000</b>
<b>Year 3 - FY23-24</b>	
Continue Implementation of Small Business Incubator related to tourism	\$60,000
Begin implementation of Heritage Tourism Marketing Plan	(see above)
Implement Long-term Master Plan for Cabin Branch (CD) and Mill Creek (MC) properties	(from Master Plan)
<b>Anticipated items from Master Plan listed below:</b>	
Upgrades to Lodge and maintenance sheds	\$36,000
MC - Entrance Road to Lodge (gravel one lane with pullouts)	\$300,000
MC - Entrance Road to Goose Pond (gravel one lane with pullouts)	\$300,000
MC - water/sewage treatment upgrades	\$300,000
MC - Camping Platforms	\$36,000
MC - Parking	\$108,000
MC - lodge to river down stream (gravel one lane with pullouts)	\$360,000
MC - concession huts (2)	\$90,000
MC - restrooms/bath house (2)	\$240,000
MC - signage/wayfinding	\$120,000
MC - boat ramp/launch	\$240,000
<b>total:</b>	<b>\$2,190,000</b>
<b>Year 4 - FY2021</b>	
Continue Implementation of Small Business Incubator related to tourism	\$60,000
<b>Anticipated items from Master Plan listed below:</b>	
CB - additional roads (gravel one lane with pull-outs)	\$400,000
CB - loop trail, bridges, signage and wayfinding	\$350,000
MC - river cabins 2 person	\$150,000
MC - river cabins 4 person	\$200,000
MC - Primitive trails	\$50,000
MC - Fishing Pier	\$400,000
MC - boat rental facility	\$100,000
<b>total:</b>	<b>\$1,710,000</b>
<b>Year 5 - FY2022</b>	
<b>Anticipated items from Master Plan listed below:</b>	
MC - RV Camping spaces and hook-ups	\$250,000
MC - Camping office	\$120,000
MC - Wayfinding and signage	\$50,000
<b>total:</b>	<b>\$370,000</b>
<b>Sum Total:</b>	<b>\$6,330,000</b>
<b>15% contingency</b>	<b>\$949,500</b>
<b>Grand total:</b>	<b>\$7,279,500</b>

## Richland County Council Request for Action

**Subject:**

I move to have staff amend section 26-186 (Development with Open Space Design Standards) of the Land Development Code by amending the formula used in determining the total number of units allowed in the utilization of density-based and density bonus design standards by subtracting the constrained open space area acreage from the total site acreage prior to calculating. In addition, all lots must conform to the DHEC minimum required sizes so no bonus allows that lot size to be less than the DHEC requirement. [MALINOWSKI - January 4, 2022]

**Notes:**

June 28, 2022 – The D&S Committee recommended Council forward this item to the Planning Commission.



**Agenda Briefing**

<b>Prepared by:</b>	Geonard Price	<b>Title:</b>	Zoning Administrator/Deputy Director
<b>Co-Author:</b>	Brian Crooks, AICP	<b>Title:</b>	Planning Services Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Planning & Development Services
<b>Date Prepared:</b>	June 3, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 10, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 10, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Amend Sec. 26-186 (Development with Open Space Design Standards) of the 2005 Land Development Code		

**RECOMMENDED/REQUESTED ACTION:**

If the Committee desires to recommend an amendment to Sec. 26-186 as can be inferred from the Council motion, it should make a request to the Planning Commission to consider such an amendment. At this time County Planning Staff does not recommend such an amendment.

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 applicable.

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

None.

**REGULATORY COMPLIANCE:**

Per Title 6, Chapter 29, SC Code of Laws, all zoning ordinance amendments are the purview of the County Council after they have at a minimum been considered by the Planning Commission, and the Commission has forwarded a recommended action to the Council. In Richland County, any amendment to the County zoning ordinance (Land Development Code) must first be presented to the Planning Commission for its review and recommendation, then the Council must hold a Zoning Public Hearing and three Readings of approval.

The DHEC standards referenced in the Council motion regulate the spacing and design of septic systems. Neither the Council nor the Planning Commission have jurisdiction to modify or waive these standards.



**MOTION OF ORIGIN:**

"I move to have staff amend section 26-186 (Development with Open Space Design Standards) of the Land Development Code by amending the formula used in determining the total number of units allowed in the utilization of density-based and density bonus design standards by subtracting the constrained open space area acreage from the total site acreage prior to calculating. In addition, all lots must conform to the DHEC minimum required sizes so no bonus allows that lot size to be less than the DHEC requirement."

Council Member	Bill Malinowski, District 1
Meeting	Regular Session
Date	January 4, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

*Background*

The only question at hand is to what degree a property owner can utilize "constrained open space" as part of a site's development. Requirements and regulations of the Department of Health and Environmental Control (DHEC) are not within the purview of the Council.

*Procedure*

If Council approves a motion requesting the Planning Commission to consider an amendment to the Land Development Code, that motion would be forwarded to the Planning Commission for its review and recommendation just like any other request to amend the Code. At the direction of the Commission, the Planning Staff would then prepare a briefing document on the request. The Planning Commission would then have the option to recommend approval, modify the proposal, or to recommend denial. The item would then go before Council again at a Zoning Public Hearing as well as 1st Reading, following the normal process with all other text or map amendments.

*Preliminary Analysis*

The requested action is problematic for several reasons. First, Section 26-186 is an optional, incentive-based regulation within the Land Development Code [LDC]. It allows for a reduction of lot sizes in exchange for conserving and preserving undeveloped land throughout a site. This effectively reduces the amount of land developed and the amount of roadway constructed by allowing the clustering of dwellings.

Second, not allowing any economical use of certain areas subjects the County to potential takings claims (per se or regulatory). It is recommended that the Committee and Council obtain an independent opinion from the County Attorney on the matter.

Lastly, as previously stated, Council cannot modify or waive DHEC standards. In this instance, the relevant DHEC provisions require minimum distances from certain features when installing a septic tank. Sec. 26-186(c)(3) of the 2005 LDC states that in order to apply for the flexibility allowed under the Open Space Design Standards, the development must utilize sanitary sewer and water. In other words, if a

development was submitted with wells and/or septic systems, that development would not be eligible to apply under Sec. 26-186. As such, the issue is moot.

### *Alternatives*

There are multiple options for the Committee and Council to consider, beyond the standard motions of approval or denial as drafted. One alternative is to require mandatory open space set asides for all residential developments. Another would be to delete Sec. 26-186 in its entirety and to effectively not allow clustered development. A third alternative is to allow a lesser number of units per acre for constrained areas than for unconstrained areas.

### *How does the 2021 LDC address this Issue?*

The 2021 Land Development Code uses a customized density standard referred to as design-based zoning. The density standard, as with the minimum lot size in the 2005 LDC, is interrelated to a minimum amount of acreage based upon a certain number of units. For instance, minimum lot size of 12,000 square feet (the min. lot size for RS-LD) is roughly equivalent to 3 units per acre.

Unlike the 2005 Code, the 2021 LDC does NOT provide for automatic bonus densities for setting aside land within a development. Additionally, the 2021 LDC has a mandatory open space set-aside for every zoning district for all use classifications, which the 2005 LDC does not.

### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Sec. 26-186 Development with Open Space Design Standards, is one of the more progressive and beneficial provisions of the 2005 LDC. The regulations allow for design variations that are beneficial to the community, such as the reduction of asphalt, the preservation of contiguous open space, and the reduction of housing costs.

### **ATTACHMENTS:**

1. County Council January 4, 2022 Regular Called Meeting Minutes
2. Sec. 26-186 of the 2005 Land Development Code

## Richland County Council Request for Action

**Subject:**

An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation

**Notes:**

June 28, 2022 – The D&S Committee recommended Council give First Reading approval to the proposed ordinance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-22HR

AN ORDINANCE ESTABLISHING THE OFFENSE OF USING, DISCHARGING, SHOOTING, OR IGNITING FIREWORKS OR SIMILAR EXPLOSIVES WITHIN RICHLAND COUNTY BETWEEN CERTAIN HOURS, TO PROVIDE EXCEPTIONS, AND TO PROVIDE A PENALTY FOR EACH VIOLATION.

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 18, Offenses, is hereby amended by adding:

**Sec. 18-7. Fireworks and Similar Explosives**

- (a) Except as otherwise provided in this section, it is unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the hours of 10:00 PM and 7:00 AM. This section may not be construed to prohibit the discharge or lighting of sparklers or similar pyrotechnic products which generate no appreciable noise at any time.
- (b) Notwithstanding the provisions of subsection (a), the permitted hours for the use of fireworks must be extended on the Fourth of July and New Year's Eve. Therefore, it is only unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the hours of 12:30 AM and 9:00 AM on July 5th and January 1st.
- (c) It is unlawful to:
  - (1) Negligently, recklessly, or intentionally direct the discharge of fireworks towards a structure, animal, or person;
  - (2) Intentionally detonate fireworks upon the land of another without express prior consent;
  - (3) Offer for sale or sell permissible fireworks to children under the age of fourteen (14) years unless accompanied by a parent;
  - (4) To ignite or detonate fireworks within six hundred (600) feet of a church, hospital, public school;
  - (5) To ignite or detonate permissible fireworks within a motor vehicle or discharge a permissible fireworks from a motor vehicle; and
  - (6) To place or throw an ignited firework into or at a motor vehicle.
- (d) A County fire or law enforcement official may seize, take, remove, or cause to be removed all stocks of fireworks or explosives held in violation of the provisions of this section.
- (e) A violation of this section is punishable by a civil penalty of up to one hundred dollars (\$100). Each violation of this section may be punished as a separate offense.
- (f) After three separate violations in a single location **over a period of six months**, the location **can be** declared to be a public nuisance and further unlawful activities may be abated by

the county sheriff or a lawful officer serving under him. **Once a property is declared a public nuisance, a property owner will be responsible for the cost of abatement and any subsequent violation of this section will carry a fine of \$1,000.**

- (g) The County fire official may issue a permit authorizing the use of fireworks or a public display of fireworks or similar explosives. The fire official may, in his discretion, grant or refuse to grant the permit or grant the permit subject to restrictions and limitations provided by this ordinance or deemed necessary in the interest of public safety in connection with such public display or exhibition by the fire official.
- (h) Nothing in this article may be construed to prohibit the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the County.

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

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Anette Kirylo  
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:**

Department of Public Works - Solid Waste & Recycling Division - Collection Area 2  
Contract Amendment/Extension

**Notes:**

June 28, 2022 – The A&F Committee recommended Council to approve a contract amendment and extension for Collection Area 2 with GFL Environmental, Inc.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	June 1, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 9, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 9, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Solid Waste & Recycling Collection Area 2 Contract Amendment		

**RECOMMENDED/REQUESTED ACTION:**

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 2 with GFL Environmental, Inc.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, GFL Environmental, Inc. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

**REGULATORY COMPLIANCE:**

This negotiation is consistent with the County Procurement Ordinance.

**MOTION OF ORIGIN:**

There is no associated motion of origin.

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

#### STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with GFL Environmental, Inc. Those negotiations achieved a favorable result for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collection program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

#### ATTACHMENTS:

1. Area 2 Contract Amendment
2. Area 2 Existing Contract
3. Area 2 Collection Area map



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

AMENDMENT TO SERVICE AREA # 2  
COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between GFL Environmental Inc. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area #2 Collections Agreement and Contract, dated June 22, 2018 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on \_\_\_\_\_, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until September 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two (2), one (1) year term for a maximum extension to September 30, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 2:

2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.

2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.

2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O. R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$43.20 per customer per month. These new rates become effective on October 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All **spills** shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SCDHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

In all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

**IN WITNESS WHEREOF** this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

GFL Environmental Inc.

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

Authorized signature

Authorized signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

## SERVICE AREA #2 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 22<sup>nd</sup> day of June, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Industries LLC, whose address is 3301 Benson Drive, Suite 601, Raleigh, NC 27609, hereinafter referred to as "Contractor". This Contract shall become effective April 1, 2018. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #2.

### WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

#### 1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Industries LLC."
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

**2. ACTS, LAWS, ORDINANCES AND REGULATIONS**

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #2 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

**3. FINANCIAL INTEREST**

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate

INITIALS: COUNTY S.Y. <WI> MA

family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or



- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
  - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
  - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
  - 1) The proposal for the modification;
  - 2) The discussions conducted on the proposal(s), including those related to negotiating;
  - 3) Pricing of the modification; or
  - 4) Performance of the modification.
- C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

#### 9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

#### 10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

#### 11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

#### 12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

#### 13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

#### 14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period,

5 of 29

INITIALS: COUNTY S.Y. <WI> AD

the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

#### 15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

#### 16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

#### 17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material:

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

##### A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

##### B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

**C. Business Auto Coverage:**

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

**D. Workers Compensation and Employers Liability Insurance:**

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

**E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:**

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

**F. Certificates of Insurance**

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

**18. LICENSES, PERMITS AND CERTIFICATES**

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

**19. NON-APPROPRIATIONS**

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**20. NOTICES**

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally

7 of 29

INITIALS: COUNTY ay <WI> Tld



in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Waste Industries LLC, 3301 Benson Drive, Suite 601, Raleigh, NC 27609*

#### 21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

#### 22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

#### 23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

#### 24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2022, commencing April 1, 2018, unless Contract

is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

**25. PERMITS**

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

**26. PUBLICITY RELEASES:**

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

**27. QUALIFICATIONS;**

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

**28. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #2 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

**A. General Standards**

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;

- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

**B. Mandatory Minimum Responsibility Requirements:**  
The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

**C. Contractors Responsibility**  
Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #2.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

**29. SECURITY - COUNTY'S RULES:**

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #2 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

**30. SEVERABILITY:**

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

**31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:**

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

**32. STATEMENT OF COMPLIANCES AND ASSURANCES**

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

**33. INDEPENDENT CONTRACTOR:**

It is understood that the Contractor's relationship with the County for the purpose of this Agreement is that of an Independent Contractor, and nothing in this Agreement is intended to, or should be construed to create a legal partnership, joint venture or active employment relationship with the County. Contractor will not be entitled to benefits which the County may make available to its employees. Contractor is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and work; for supplies, goods, equipment, tools and receipt of fees under this Agreement. No part of Contractor's compensation will be subject to 1099 and any other information with the Internal Revenue Service as required by law.

It is understood that this is not an exclusive contract with the County and Contractor may work from time to time for other clients.

The County shall appoint and designate an employee of the County that the Contractor shall communicate with and report to for all activities related to this project assignment. All project assignments, communications, reports and scheduling shall be made through this designated person.



**34. SUBCONTRACTS:**

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

**35. TAXPAYER IDENTIFICATION**

**A. Definitions**

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

**B.** All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

**C.** The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

**D. Taxpayer Identification Number (TIN).**

- o TIN \_\_\_\_\_
- o TIN has been applied for.
- o TIN is not required because:

- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other \_\_\_\_\_

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

36. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

37. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Waste Industries LLC during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

38. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #2

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or

contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective April 1, 2018 and expires on December 31, 2022

  
Waste Industries LLC

Print/Type Name of Agent: Ted Habets

Title of Agent: Regional Vice President

Authorized Agent Signature:  Date: 6/19/18

Print/Type Name of Attestor: Ladatri C Long

Signature of Attestor:  Date: 6/19/18

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Sandra Yudice, Ph.D  
Assistant County  
Administrator

Title of Agent:

Authorized Agent Signature:  Date: 6/22/2018

Print/Type Name of Attestor:


Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

14 of 29

Richland County Attorney's Office  
  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

INITIALS: COUNTY 

**EXHIBIT "A"**

**SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #2**

**1. REQUIREMENTS AND STANDARDS**

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #2 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

**2. SERVICES**

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1<sup>st</sup> to December 31<sup>st</sup> and from March 15<sup>th</sup> to May 15<sup>th</sup>. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.
- 4) Bulk items and yard waste will be collected by same truck, at the same time and delivered



comingled to the County approved disposal site. Bulk items and yard waste shall be collected on the yard waste collection day, every other week opposite the regular recycling week.

- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
- 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.

B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.

- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
- 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
- 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

C. Recyclables shall be collected pursuant to the following conditions:

- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
- 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
- 3) Recyclables shall be collected using roll carts designated by the COR.

D. Bulk items shall be collected once every two weeks on a schedule approved by the COR for residents and approved small businesses and shall be performed as follows:

- 1) No more than four (4) bulk items shall be collected each collection day from a location eligible for curbside service.
- 2) Bulk items placed adjacent to the curb no later than 7am on the bulk item collection day shall be collected.
- 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- 5) All residential bulk items shall be transported to the County designated disposal or recycling facility at no charge to the Contractor.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
  - a) Industrial and commercial waste, except as provided herein for approved small businesses;
  - b) Regulated hazardous materials;
  - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs or three 39-gallon bags) placed with the yard waste.
  - d) Dirt, rocks, bricks, concrete blocks, etc.;
  - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
  - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
  - g) Dead animals,
  - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 shall be adjusted monthly by the COR to account for additions and deletions of

18 of 29

INITIALS: COUNTY Sj <WI> FL

- eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
  - D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
  - E. Payment will not be made for collection, transportation and disposal services other than County approved services;
  - F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
  - G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
  - H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #2:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

<b>Service Area #2</b>	
<b>Unit Collection Rate</b> – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$ 19.97 curbside service \$ 35.65 backyard service
<b>Backyard Service Rate</b> – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the <b>Unit Collection Rate</b>
<b>Annual Consumer Price Index (CPI) Adjustment</b>	Percentage Adjustment to the <b>Unit Collection Rate</b> effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
<b>Fuel Base Rate*</b> is \$3.80 per gallon <b>Monthly Fuel Adjustment</b>	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website ( <a href="http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm">http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm</a> ) for the billing month.
<b>Monthly Fuel Adjustment Schedule</b>	



For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be once every other week. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

#### 4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Waste Industries so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal

conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #2 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

## 5. CONTRACTOR

### A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with

sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

**B. OTHER PERSONNEL**

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

**C. DRESS**

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

**D. QUALITY CONTROL**

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

**E. RECORDS**

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

**F. SAFETY REQUIREMENTS**

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

**G. VEHICLE IDENTIFICATION**

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

**H. VEHICLE REGISTRATION**

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

**I. GASOLINE AND OIL SPILL CONTROL**

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

**J. CONTINGENCY PLAN**

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.



Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and

the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

#### A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

#### B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

#### C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

#### D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

#### E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake

directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
  - first offense - \$250.00
  - second offense - \$500.00
  - third offense - \$1,000.00
  - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
  - First offense - \$250.00
  - Second offense - \$500.00
  - Third offense - \$1,000.00
  - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
  - First offense - \$250.00
  - Second offence - \$500.00
  - Third offense - \$1,000.00

This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard

27 of 29

INITIALS: COUNTY S.Y. <WI> TH



waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

**F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE**

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

**G. CONTRACTOR'S QUALIFICATIONS**

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award

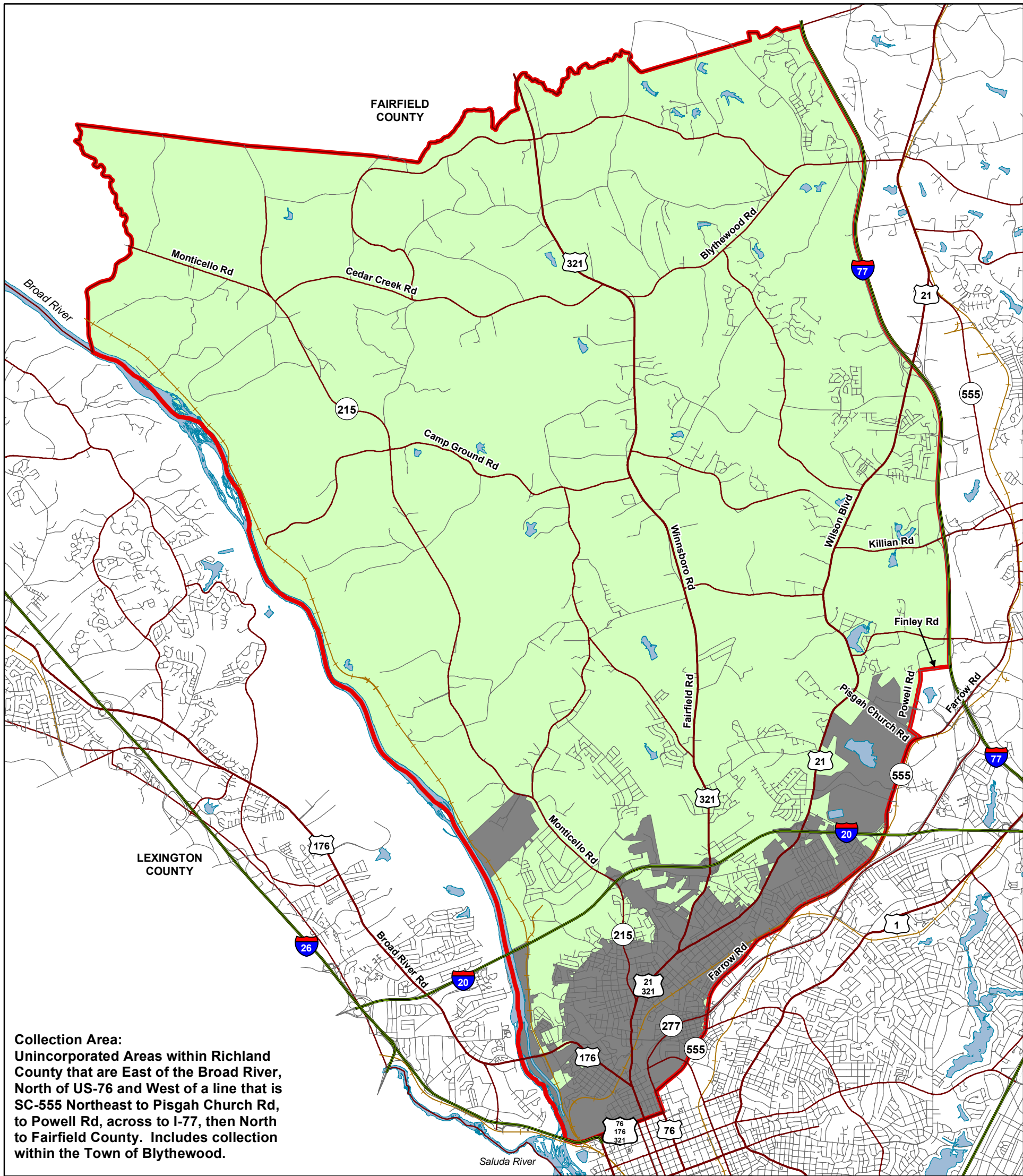
28 of 29

INITIALS: COUNTY S.H. <WI> 7/d


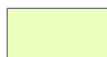

thereof upon mutual agreement of the County and the successful Contractor where:

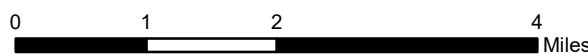
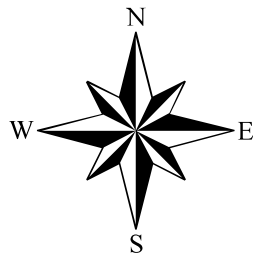
- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

# Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 2



## Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land



# PUBLIC WORKS

FEBRUARY 2022

# Richland County Council Request for Action

**Subject:**

Department of Public Works - Solid Waste & Recycling Division - Collection Area 4  
Contract Amendment/Extension

**Notes:**

June 28, 2022 – The A&F Committee recommended Council approve a contract amendment and extension for Collection Area 4 with GFL Environmental, Inc.



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	June 1, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 9, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 9, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Solid Waste & Recycling Collection Area 4 Contract Amendment		

**RECOMMENDED/REQUESTED ACTION:**

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 4 with GFL Environmental, Inc.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, GFL Environmental, Inc. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

**REGULATORY COMPLIANCE:**

This negotiation is consistent with the County Procurement Ordinance.

**MOTION OF ORIGIN:**

There is no associated motion of origin.

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



#### STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with GFL Environmental, Inc. Those negotiations achieved a favorable result for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collection program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

#### ATTACHMENTS:

1. Area 4 Contract Amendment
2. Area 4 Existing Contract
3. Area 4 Collection Area map

STATE OF SOUTH CAROLINA

AMENDMENT TO SERVICE AREA # 4  
COLLECTIONS AGREEMENT

COUNTY OF RICHLAND

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this \_\_\_ Day of \_\_ \_\_\_\_, 2022, by and between GFL Environmental Inc. (Contractor), by and with Richland County, South Carolina (the County)

Whereas, the Contractor entered into the Service Area # 4 Collections Agreement and Contract, dated December 10, 2019 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

Whereas, the parties wish to extend the term and amend certain portions of the Agreement; and

Whereas, on - - - - - Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

Whereas, the term of the agreement is hereby extended until September 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two, one (1) year term for a maximum extension to September 30, 2027.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments.

Exhibit "A" Scope of Services and Requirements - Service Area 4:

2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.

2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.

2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage to personal property, the Contractor assumes any and all liability for that damage.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.



Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3 Table. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$ 43.20 per customer per month. These new rates become effective on October 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be adjusted down during this contract period.

Monthly Fuel Adjustment. Removed by this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name prominently displayed and shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

5. I. Gasoline and Oil Spill Control. All spills shall be violations. The Contractor shall immediately report fuel and oil spills of any size to the Contracting Officer's Representative (C.O.R.) and the South Carolina Department of Health and Environmental Control (SCDHEC). The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spills occur on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed of in accordance with applicable law. Each road affected is considered to be a separate occurrence. Each occurrence is subject, at the County's sole option, to a penalty of \$100.00 per day, per occurrence.

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service

has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

Placement of household waste, recyclables, bulk items and yard waste at the curbside are the responsibility of the customer except as provided otherwise herein.

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart in all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

**IN WITNESS WHEREOF** this Amendment has been signed, sealed and delivered by the Contractor as of the day and year first above written.

Richland County

GFL Environmental Inc.

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

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

Authorized signature

Authorized signature

---

Print/Type Name

Print/Type Name

# SERVICE AREA 4 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 10<sup>th</sup> day of December, 2019, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Industries, LLC, whose address is 3301 Benson Drive, Suite 601, Raleigh, NC 27609, hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2020. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 4.

## WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

### 1. DEFINITIONS

- A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.  
  
"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.
- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Industries, LLC."
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

INITIALS: COUNTY tbl <W/> [Signature]

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

## 2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area 4 provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

## 3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate

2 of 29

INITIALS: COUNTY 700 <WI> at

family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

**4. AFFIRMATIVE ACTION**

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, gender, gender identity, national origin and/or physical handicap.

**5. AMENDMENTS**

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

**6. ANTI-KICKBACK PROCEDURES**

**A. Definitions specific to Section 6 of this Contract:**

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

**B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:**

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or

3 of 29

INITIALS: COUNTY JCS <WI> JK

- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

**C. Requirements:**

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
  - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
  - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

**7. ASSIGNMENT OF AGREEMENT AND CONTRACT**

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

**8. AUDIT AND RECORDS**

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;
- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

4 of 29

INITIALS: COUNTY JAS <WI> JAT



- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

**9. CONTRACT ADMINISTRATION**

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

**10. COVENANTS AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**11. DRUG FREE WORKPLACE ACT**

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

**12. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

**13. FORCE MAJEURE**

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

**14. GUARANTEE**

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period,

5 of 29

INITIALS: COUNTY Job <WI> Job



the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

**15. IMPROPER INFLUENCE**

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

**16. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

**17. INSURANCE**

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

**A. Commercial General Liability Insurance**

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

**B. Umbrella Liability Insurance**

6 of 29

INITIALS: COUNTY FW <WI> AS

Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

**C. Business Auto Coverage:**

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance; and,
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

**D. Workers Compensation and Employers Liability Insurance:**

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

**E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:**

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

**F. Certificates of Insurance**

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

**18. LICENSES, PERMITS AND CERTIFICATES**

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

**19. NON-APPROPRIATIONS**

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**20. NOTICES**

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally

7 of 29

INITIALS: COUNTY   JTB   <WI>   JTB

in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Waste Industries, LLC, 3301 Benson Drive, Suite 601, Raleigh, NC 27609*

#### 21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

#### 22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

#### 23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of twenty-five percent (25%) of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

#### 24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2024, commencing January 1, 2020, unless

8 of 29

INITIALS: COUNTY JCH <WI> JLH

Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

**25. PERMITS.**

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

**26. PUBLICITY RELEASES:**

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

**27. QUALIFICATIONS;**

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

**28. RESPONSIBILITY**

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area 4 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

**A. General Standards**

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;

- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

**B. Mandatory Minimum Responsibility Requirements:**  
The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

**C. Contractors Responsibility**  
Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area 4.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

**29. SECURITY - COUNTY'S RULES:**

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area 4 and related areas.



Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

**30. SEVERABILITY:**

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

**31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:**

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

**32. STATEMENT OF COMPLIANCES AND ASSURANCES**

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

**33. SUBCONTRACTS:**

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, the County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between

11 of 29

INITIALS: COUNTY      <WI>

any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

#### 34. TAXPAYER IDENTIFICATION

##### A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.
- D. Taxpayer Identification Number (TIN).
- o TIN \_\_\_\_\_
  - o TIN has been applied for.
  - o TIN is not required because:
  - o Contractor is an agency or instrumentality of a foreign government;
  - o Contractor is an agency or instrumentality of the Federal Government.
- E. Type of organization.
- o Sole proprietorship;
  - o Partnership;
  - o Corporate entity (not tax-exempt);
  - o Corporate entity (tax-exempt);
  - o Government entity (Federal, State, or local);
  - o Other \_\_\_\_\_
- F. Common parent.
- o Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
  - o Name and TIN of common parent:

12 of 29

INITIALS: COUNTY Jen <WI> STJ

- o Name \_\_\_\_\_
- o TIN \_\_\_\_\_

**35. TERMINATION:**

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

**36. SALE OF BUSINESS**

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Waste Industries, LLC, during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

**37. CONTRACT DOCUMENTS**

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA 4

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

**CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.**

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2020 and expires on December 31, 2024.



Waste Industries, LLC

Print/Type Name of Agent: Ted Habet S

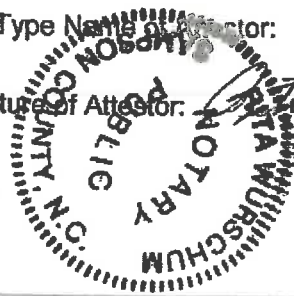
Title of Agent: Regional Vice President

Authorized Agent Signature:  Date: 11/22/19

Print/Type Name of Attestor: Rita Wurschum

Signature of Attestor:  Date: 11/22/19

SEAL



(Must be notarized by a Notary Public)

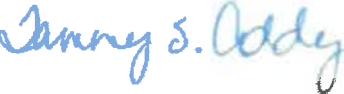
RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Leonardo Brown

Title of Agent: County Administrator

Authorized Agent Signature:  Date: 12/6/19

Print/Type Name of Attestor: Tammy S. Addy

Signature of Attestor:  Date: 12/10/19

SEAL

(Must be notarized by a Notary Public)

**EXHIBIT "A"**

**SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA 4**

**1. REQUIREMENTS AND STANDARDS**

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area 4 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

**2. SERVICES**

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1<sup>st</sup> to December 31<sup>st</sup> and from March 15<sup>th</sup> to May 15<sup>th</sup>. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.
- 4) Bulk items and yard waste may be collected by same truck, at the same time and delivered

15 of 29

INITIALS: COUNTY Jan <WI> JD

comingled to the County approved disposal site.

- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
  - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
  - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
  - 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
  - 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
  - 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
  - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) The number of bulk items collected during each scheduled appointment shall be limited to four items.
  - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
  - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
  - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.

16 of 29

INITIALS: COUNTY   *fd*   <WI>   *fd*

- 5) All bulk items shall be transported to the County designated disposal or recycling facility.
- 6) Contractors shall not charge households for any appointment.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
  - a) Industrial and commercial waste, except as provided herein for approved small businesses;
  - b) Regulated hazardous materials;
  - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; remodeling debris s not deemed incidental;
  - d) Dirt, rocks, bricks, concrete blocks, etc.;
  - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
  - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
  - g) Dead animals,
  - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

### 3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area 4 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area 4 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;

18 of 29

INITIALS: COUNTY  <WI> 



- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
- G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area 4:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

<b>Service Area 4</b>	
<b>Unit Collection Rate</b> – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$23.42
<b>Backyard Service Rate</b>	1.785 times the curbside garbage roll cart rate
<b>Annual Consumer Price Index (CPI) Adjustment</b>	Percentage Adjustment to the <b>Unit Collection Rate</b> effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
<b>Fuel Base Rate* is \$3.80 per gallon</b> <b>Monthly Fuel Adjustment</b>	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website ( <a href="http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm">http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm</a> ) for the billing month.
<b>Monthly Fuel Adjustment Schedule</b>	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.	

INITIALS: COUNTY JAB <WI> [Signature]

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be by appointment. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

#### 4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Waste Industries, LLC, so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract .

20 of 29

INITIALS: COUNTY JAA <WI> RET

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area 4 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

## 5. CONTRACTOR

### A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

21 of 29

INITIALS: COUNTY JAS <WI> CL



**B. OTHER PERSONNEL**

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

**C. DRESS**

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

**D. QUALITY CONTROL**

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

**E. RECORDS**

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

**F. SAFETY REQUIREMENTS**

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

**G. VEHICLE IDENTIFICATION**

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

**H. VEHICLE REGISTRATION**

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

**I. GASOLINE AND OIL SPILL CONTROL**

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

**J. CONTINGENCY PLAN**

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

23 of 29

INITIALS: COUNTY JM <WI> JL

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

**K. DISASTER SUPPORT PLAN**

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

**6. SCOPE AND REQUIREMENTS**

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

24 of 29

INITIALS: COUNTY      <WI>

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

**A. EQUIPMENT REQUIREMENTS**

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

**B. TRANSPORTATION OF SOLID WASTE:**

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition

25 of 29

INITIALS: COUNTY MM <WI> CL



and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

#### C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

#### D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

#### E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be

26 of 29

INITIALS: COUNTY Jed <WI> JK

extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
  - first offense - \$250.00
  - second offense - \$500.00
  - third offense - \$1,000.00
  - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
  - First offense - \$250.00
  - Second offense - \$500.00
  - Third offense - \$1,000.00
  - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
  - First offense - \$250.00
  - Second offense - \$500.00
  - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
  - First offense - \$1,000.00
  - Second offense - \$2,000.00
  - Third offense - \$5,000.00

27 of 29

INITIALS: COUNTY 7/10 <WI> af

- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the fines from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

#### F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 years and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

#### G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;

28 of 29

INITIALS: COUNTY  <WI> 

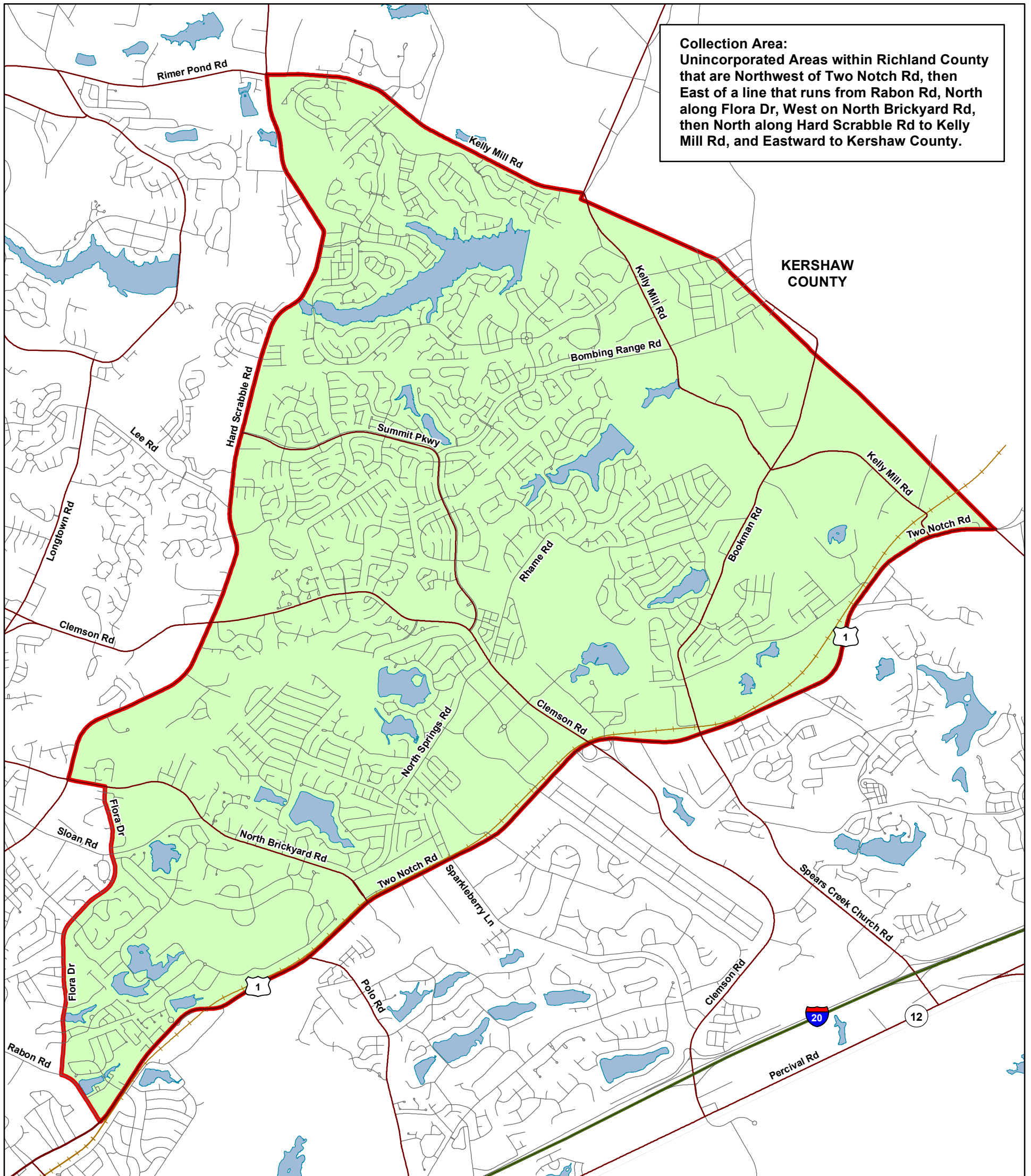


- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

29 of 29

INITIALS: COUNTY   *Tab*   <WI>   *PM*

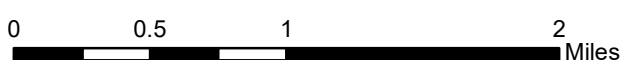
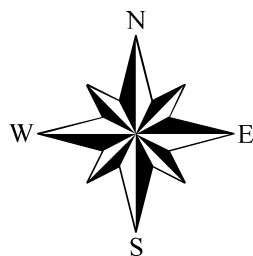
# Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 4



**Collection Area:**  
Unincorporated Areas within Richland County that are Northwest of Two Notch Rd, then East of a line that runs from Rabon Rd, North along Flora Dr, West on North Brickyard Rd, then North along Hard Scrabble Rd to Kelly Mill Rd, and Eastward to Kershaw County.

### Legend

- Collection Area Boundary
- Collection Area
- No Collection - Municipality or Federal Land



**PUBLIC WORKS**

FEBRUARY 2022

## Richland County Council Request for Action

**Subject:**

Richland County Sheriff's Department - Additional School Resource Officer - Keenan High School

**Notes:**

June 28, 2022 – The A&F Committee recommended Council to accept Richland County School District One's request to place an additional school resource officer at Keenan High School, beginning with the 2022/2023 school year. Richland School District One has agreed to cover the costs associated with the addition of one school resource officer at 100%.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Harry J. Polis, Jr.		<b>Title:</b>	Deputy Chief
<b>Department:</b>	Sheriff	<b>Division:</b>	Operations	
<b>Date Prepared:</b>	June 13, 2022	<b>Meeting Date:</b>	June 28, 2022	
<b>Legal Review</b>	Patrick Wright via email		<b>Date:</b>	June 20, 2022
<b>Budget Review</b>	Abhijit Deshpande via email		<b>Date:</b>	June 16, 2022
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	June 14, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
<b>Committee</b>	Administration & Finance			
<b>Subject:</b>	Additional School Resource Officer - Keenan High School			

**RECOMMENDED/REQUESTED ACTION:**

Richland School District One has requested an additional School Resource Officer to be placed at Keenan High School.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

Total cost for personnel and equipment in the first year is \$141,974.71.

Total cost in subsequent years is estimated to be \$84,863.51.

Richland School District One has agreed to cover all expenses related to adding the school resource officer to Keenan High School.

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

None.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Click or tap here to enter text.
<b>Date</b>	Click or tap here to enter text.

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

The Sheriff is asking County Council to agree with the acceptance of Richland County School District One's request to place an additional school resource officer at Keenan High School, beginning with the 2022/2023 school year. Keenan High School presently has one school resource officer assigned to the school. It is common practice to have at least two school resource officers present in a high school setting. Richland School District One has agreed to cover the costs associated with the addition of one school resource officer at 100%.

This request was not included in the original RCSD budget requests for FY23 because School District One did not make their desire to add a school resource officer known until after budget requests were submitted to administration.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

#### **ATTACHMENTS:**

1. Signed Memorandum of Agreement from Richland County School District One
2. Cost Analysis

State of South Carolina                     )                     Memorandum of Agreement  
   )  
 County of Richland                         )

This agreement is made the 1st day of June, 2022 between Richland County School District One and the Richland County Sheriff's Department.

Richland School District One ("District") desires to place an additional one (1) School Resource Officer at Keenan High School -Richland County School District One for school year 2022-2023. The Richland County Sheriff's Department ("RCSD") agrees to employ an additional School Resource Officer ("SRO") at the request of the District contingent upon payment of one hundred percent (100%) of the cost of employing the SRO. Total cost for employment of the SRO is \$141,974.71. The duties and responsibilities of each party to this agreement is hereby incorporated by reference as those detailed in the Memorandum of Agreement for the forty (40) SRO's for the FY 22-23 school year, which was executed by both parties (and as amended in future years).

**Consideration**

Assignment of an additional SRO at Keenan High School for school year 2022-2023 is contingent upon Richland County School District One's payment of \$141,974.71. Placement of an SRO in subsequent years is contingent upon the District's payment of one hundred percent (100%) of the cost and expenses for the SRO estimated to be \$84,863.56. This agreement, consisting of two (2) numbered pages, constitutes the final written expression of all the terms of this agreement to be signed by their duly authorized officers.

**Term**

The term of this agreement will continue unless modified or terminated by the parties.

Richland County School District One

By: Craig Witherspoon                     Date: 6/1/22

Dr. Craig Witherspoon, Superintendent

INITIAL  
 [Signature]  
 5-21-22  
 HERE



Richland County Sheriff's Department

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

Leon Lott, Sheriff



	1st Year	2nd Year
<b>Salary - Starting SRO Salary plus 4%</b>	\$ 44,586.88	\$ 44,586.88
FICA (7.65%)	\$ 3,410.90	\$ 3,410.90
PORS (20.24%)	\$ 9,024.38	\$ 9,024.38
Workers Comp (3.46%)	\$ 1,542.71	\$ 1,542.71
Health, Dental, Vision & Life Insurance	\$ 16,704.84	\$ 16,704.84
<b>Total Salary - Annual</b>	<b>\$ 75,269.71</b>	<b>\$ 75,269.71</b>
<b>Operating Cost</b>	<b>\$ 26,705.00</b>	<b>\$ 9,593.85</b>
<b>Vehicle Cost</b>	<b>\$ 40,000.00</b>	<b>\$ -</b>
<b>Total Cost</b>	<b>\$ 141,974.71</b>	<b>\$ 84,863.56</b>

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: May 3, 2022  
Second Reading: June 21, 2022  
Third Reading:  
Public Hearing: May 17, 2022



**Informational Agenda Briefing**

<b>Prepared by:</b>	Aric A Jensen, AICP	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	May 18, 2022	<b>Meeting Date:</b>	May 3, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures		

**SUMMARY**

At its May 03, 2022 Regular Session meeting, Council held first reading of the proposed Land Development Code adoption ordinance and directed staff to add language clarifying that the process involves both zone map amendments and related land development code (LDC) text amendments. The successful Council motion also clarified that the intent is to not hire a consultant and perform wholesale changes to the adopted-but-not-enacted 2021 Land Development Code text, but to review and consider text changes as they are identified during the zone map process.

**QUESTION REGARDING DATES**

A question was also asked regarding the dates that were being stricken and replaced with open-ended review times. Very briefly, the "Jul 6, 2022" date that was in multiple places was originally proposed as the transition date for land development applications from the 2005 code to the 2021 code, and was placed in the Ordinance to establish on the record when land development applications would start being subject to the 2021 LDC. All instances of this date have been stricken.

The "May 2, 2022" date previously appeared in a single place in reference to the effective date of the Adopting Ordinance, and not the 2021 LDC or the zone map. This was replaced with clearer language stating that it would go into effect upon adoption.

The "December 01, 2021" date that appeared in a single location was the deadline for requesting a zone map change using the 2005 LDC zone map classifications. That date was selected because it was slightly more than six months before "July 6, 2022," when it was believed that the 2021 LDC would go into effect. Given holiday dates and other time restrictions, this was deemed sufficient time for staff, the Planning Commission, and Council to review potential rezone applications under the forthcoming 2021 LDC. This date has been stricken.

Lastly, the "November 16, 2021" date is when the 2021 text was adopted but not enacted. One instance of this date remains in the ordinance text as that is the date when the "Interim Procedures" went into effect. These procedures govern what happens when a land use application is made during the time between the adoption of the 2021 LDC and the date that it goes into effect (when the zone map and any related text changes are adopted.) Per Council direction, the interim procedures in the proposed

ordinance now state that the 2005 LDC and related zone map are to remain in full effect during the interim period.

**ATTACHMENTS:**

1. Updated Ordinance Draft

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

AN ORDINANCE AMENDING Ordinance # 05-53.5-21 Amending THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT Amending the effective dates of its provision and clarification of interim procedures.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development, is hereby amended by the deletion of the language contained therein and the substitution of the following:

**Exhibit “A” - Richland County Land Development Code Rewrite**

SECTION II. Interim Procedures.

- (a) *Notice.* Within ninety (90) days of the adoption of this ordinance, the county shall mail written notice to all real property owners of record in the unincorporated areas of the county, informing them that a new land development code has been adopted and that a map amendment ordinance is proposed, both of which will become effective upon the adoption of the map amendment ordinance, and that the uses of their property could be affected by the adoption of these ordinances. In addition, the notice will provide contact information for those persons who desire additional information and/or have questions.
- (b) *Zone Map Preparation Process.* Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to prepare a zone map amendment and any related land development code text amendments as set forth in SCCode Section 6 Chapter 29 et seq, and applicable provisions of Richland County Code.
- (c) *Staff Reports.* The Planning Commission or its professional staff shall at a minimum provide monthly written reports to County Council on the progress of the proposed land development code text and zone map amendments. The reports shall include, but not be limited to, the number of inquiries the department has received concerning the land development code. Monthly reports shall continue until the effective date of this ordinance and the zone map and land development code text amendments.
- (d) *Compliance.* Prior to the adoption of the anticipated zone map amendment and related text amendments ordinance, any application for building permit, subdivision, or any other applicable land use action shall be evaluated and processed in accordance with the existing Richland County Code of Ordinances, Chapter 26, Land Development, and not the revised regulations contemplated herein.
- (e) *Effective Date.* All standards and regulations of the new land development code, which is incorporated herein, must be complied with beginning on the effective date of the anticipated map amendment adopting ordinance. .

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

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

SECTION V. Effective Date. The provisions of Section II. (Interim Procedures) of this ordinance shall be effective from and after **November 16, 2021** until such time that an amended zone map and any related text amendments are adopted. All other provisions of this ordinance shall become effective upon adoption

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 17, 2022  
First Reading: May 03, 2022  
Second Reading: TBD  
Third Reading: TBD

## Richland County Council Request for Action

**Subject:**

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 City Roots, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters

**Notes:**

First Reading: June 7, 2022

Second Reading: June 21, 2022

Third Reading:

Public Hearing: July 12, 2022



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 CITY ROOTS, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE ADMINISTRATION OF GRANTS, APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, City Roots, LLC, (“Sponsor”), desires to establish a new agricultural facility for packing and distributing grown “farm” products in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,885,742 and the retention of ten (10) jobs and creation of sixty (60) new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (i) a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (a) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (b) locating the Project in the Park; and (c) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and (ii) a Purchase Agreement, the substantially final form of which is attached as Exhibit B, pursuant to which the County will transfer approximately 93.17 acres of land (wetlands/drylands) to the Sponsor for the Project;

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created and retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 7. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 8. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Richland County Council

First Reading: June 7, 2022  
Second Reading: June 21, 2022  
Public Hearing: July 12, 2022  
Third Reading: July 12, 2022

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

---

---

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**CITY ROOTS, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

---

**TABLE OF CONTENTS**

---

	Page
Recitals.....	[1]
 <b>ARTICLE I</b> <b>DEFINITIONS</b>  	
Section 1.1 Terms.....	[1]
 <b>ARTICLE II</b> <b>REPRESENTATIONS AND WARRANTIES</b>  	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[4]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor .....	[5]
 <b>ARTICLE III</b> <b>THE PROJECT</b>  	
Section 3.1 The Project .....	[6]
Section 3.2 Leased Property.....	[6]
Section 3.3 Filings and Reports .....	[6]
 <b>ARTICLE IV</b> <b>FILOT PAYMENTS</b>  	
Section 4.1 FILOT Payments.....	[6]
Section 4.2 FILOT Payments on Replacement Property .....	[7]
Section 4.3 Removal of Components of the Project .....	[7]
Section 4.4 Damage or Destruction of Economic Development Property.....	[7]
Section 4.5 Condemnation .....	[8]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[8]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[8]
Section 4.8 Place of FILOT Payments.....	[8]
 [ARTICLE V ADDITIONAL INCENTIVES]  	
Section 5.1 Infrastructure Credits .....	[9]
Section 5.2 Other Incentives .....	[9]
 <b>ARTICLE VI</b> <b>CLAW BACK</b>  	
Section 6.1 Claw Back.....	[9]



ARTICLE VII  
DEFAULT

Section 7.1 Events of Default .....[9]  
Section 7.2 Remedies on Default .....[10]  
Section 7.3 Reimbursement of Legal Fees and Other Expenses.....[10]  
Section 7.4 Remedies Not Exclusive .....[10]

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect .....[10]  
Section 8.2 Confidentiality .....[10]  
Section 8.3 Indemnification Covenants .....[11]  
Section 8.4 No Liability of County’s Personnel .....[11]  
Section 8.5 Limitation of Liability.....[12]  
Section 8.6 Assignment.....[12]  
Section 8.7 No Double Payment; Future Changes in Legislation.....[12]  
Section 8.8 Administration Expenses .....[12]

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates .....[12]  
Section 9.2 Primary Responsibility.....[13]

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices .....[13]  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor .....[13]  
Section 10.3 Counterparts .....[14]  
Section 10.4 Governing Law .....[14]  
Section 10.5 Headings.....[14]  
Section 10.6 Amendments .....[14]  
Section 10.7 Agreement to Sign Other Documents .....[14]  
Section 10.8 Interpretation; Invalidity; Change in Laws .....[14]  
Section 10.9 Force Majeure .....[14]  
Section 10.10 Termination; Termination by Sponsor .....[15]  
Section 10.11 Entire Agreement .....[15]  
Section 10.12 Waiver.....[15]  
Section 10.13 Business Day.....[15]  
Section 10.14 Agreement’s Construction .....[15]

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	City Roots, LLC	
<b>Project Location</b>	Approx. 93.17 Acres of Land at the Pineview Industrial Park more particularly identified in EXHIBIT A	
<b>Tax Map No.</b>	Portion of R16100-02-002 and R16100-02-07	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 Years	Article I; Definitions
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$9,885,742	Article I; Definitions
<ul style="list-style-type: none"> <li>• [Contract Minimum Jobs Requirement]</li> </ul>	Maintain current employment of 10 jobs and creation of 60 net new full-time jobs over five (5) years.	Article I; Definitions
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 Years	Article I; Definitions
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Article IV; Section 4.1 (a)(ii)
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	475.1	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>		
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	60% Special Source Revenue Credit (“SSRC”)	Article V, Section 5.1
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	7 years.	Article V, Section 5.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Failure to achieve Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result on a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
<b>Other Information</b>		

**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and CITY ROOTS, 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 developing real property provided by the County, described in Exhibit A, as agricultural property and establishing a new agricultural facility (“*Facility*”) for packing and distributing grown “farm” products throughout the County and State consisting of taxable investment in real and personal property of not less than \$9,885,742, maintaining its current employment of 10 full-time jobs and creating 60 net new full-time jobs over five (5) years.

(d) By an ordinance enacted on \_\_\_\_\_ County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to relocate and expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses,

including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than Nine Million Eight Hundred Eighty-Five Thousand Seven Hundred Forty-Two (\$9,885,742) Dollars.

“**Contract Minimum Jobs Requirement**” means maintaining not less than 10 full-time jobs currently maintained by the Sponsor in the County in connection with the Project and creating 60 net new full-time jobs over five (5) years.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2056 the Final Termination Date is expected to be January 15, 2058, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER COUNTY], South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means [City Roots, 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 June 7, 2022 by adopting an Inducement Resolution, as defined in the Acton June 7, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as an Agricultural Business and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**



**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6.0%), multiplied by
- (iii) A fixed millage rate equal to 475.1, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages; and provided further that,

(iii) in the case of a Cessation of Operations that occurs during the Credit Term, the Company shall, at the sole option of the County, (A) convey the Real Property identified on Exhibit A to the County, or (B) pay the County the fair market value of the Real Property identified on Exhibit A which the parties agree is \$3,000 per acre for wetlands and \$25,000 per acre for drylands. Following written notice of the County's option (which may be given by email) under this subsection (iii), the Company shall deliver an executed limited warranty deed to the County in proper statutory form for recording in the real property records of the County conveying good and marketable title to the County for the Real Property or pay the fair market value of the Real Property to the County, as applicable, within 45 days.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,000. 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:**

City Roots, LLC  
1005 Airport Blvd.  
Columbia, South Carolina 29205

**WITH A COPY TO (does not constitute notice):**

Brent M. Takach, Esq.  
Thomas Law Firm, LLC  
3007 Millwood Avenue  
Columbia, South Carolina 29205

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP

Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**[CITY ROOTS, LLC]**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**SEE PROPOSED PLAT DATED APRIL 26, 2022**

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "City Roots, LLC, LLC" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book \_\_\_\_\_ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]



IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit for a period of seven (7) years commencing after the first phase of the Project is placed in service, anticipated to be in 2022, in the amount of sixty percent (60%) of the Company's FILOT payment with respect to the Project. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set for in S.C. Code § 4-29-68(A)(2)) made by the Company.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]**

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$9,000,000 had been invested at the Project and 45 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 45/50 = 75%*

*Investment Achievement Percentage = \$9,000,000/\$9,885,742=91.04%*

*Overall Achievement Percentage = (75% + 91.04%)/2 = 83.02%*

*Claw Back Percentage = 100% - 83.02% = 16.98%*

*Repayment Amount = \$1,000,000 x 16.98% = \$169,800*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

**EXHIBIT B**  
**FORM OF PURCHASE AGREEMENT**



**PURCHASE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) made this \_\_\_\_ day of April, 2022, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereafter referred to as “Seller”) and **CITY ROOTS, LLC**, a limited liability company operating in the State of South Carolina (hereafter referred to as “Buyer”).

WITNESSETH: For and in consideration of the sum of One Hundred and 00/100 (\$100.00) (“Purchase Price”) and the terms and conditions referenced herein, the Seller agrees to sell and Buyer agrees to purchase the following property:

**WITNESSETH:  
RECITALS**

**A.** Seller owns and agrees to Sell to Buyer the following: (i) the land as described in Exhibit “A” attached hereto, consisting of **93.17 ACRES OF PINEVIEW INDUSTRIAL PARK. SAID PROPERTY IS MORE PARTICULARLY DESCRIBED AND IDENTIFIED IN A PROPOSED SURVEY DRAFTED BY GLENN ASSOCIATES SURVEYING, INC. DATED APRIL 26, 2022 WHICH IS ATTACHED AND INCORPORATED HEREIN BY REFERENCE.**

(hereafter referred to as “Property”)

**B.** Seller desires to sell and Purchaser desires to acquire the Property on the terms and provisions set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Agreement of Purchase and Sale.** Seller hereby agrees to sell and convey, and Purchaser agrees to purchase on such terms and conditions as are hereinafter set forth, all of the Property:

**1.1 The Purchase Price.** The purchase price (the “Purchase Price”) for the Property is One Hundred and 00/100 (\$100.00).

**Section 2. Inspection Period.**

**2.1** The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and form the

SELLER:\_\_\_\_\_

PURCHASER:\_\_\_\_\_

period following the Effective Date up until the Closing, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have the full and complete access to the Property, and shall be entitled to enter upon the Property to make any surveying, architectural, engineering, structural, mechanical, topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measures as Buyer deems necessary or advisable so long as Buyer's Inspection does not adversely change the physical characteristics of the Property, unless otherwise agreed to in writing. Buyer agrees to indemnify and hold Seller harmless from an against any and all claims, reasonable costs, expenses actually incurred and liabilities to the extent caused by Buyer's efforts in undertaking the investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Inspections shall be repaired to a substantially similar condition that existed prior to the "Effective Date" in the event Buyer fails to close or terminates this Agreement. Within Five (5) days of the Effective Date, Seller shall provide Buyer with copies of all reports pertaining to the Property in Seller's possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have relating to the Property.

Buyer shall have ninety (90) days after the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer's intended use of the Property (such period being herein referred to as the "Inspection Period"). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have further rights or obligations hereunder.

To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

**2.2** On or before the expiration of the Inspection Period where this Property may not be used for its intended purpose or cannot be certified for its intended purpose, termination must be noticed by Purchaser to Seller in writing. Purchaser will have the right in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Purchaser timely exercises its right to terminate this Agreement pursuant to this Section 2.2, except for obligations that this Agreement expressly states survive termination, neither party shall have any further rights against the other hereunder except that Seller shall return the Earnest Money to Purchaser. Notwithstanding anything to the contrary set forth in this Agreement, In the event Purchaser fails to terminate this Agreement within the Inspection Period as provided above, the Earnest Money shall be delivered to the Seller and shall not be refunded

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

to Purchaser unless Seller defaults under this Agreement, except that the Earnest Money shall be a credit towards the Purchase Price in the event the Closing occurs.

**Section 3. Title.**

Purchaser, at Purchaser's cost, shall conduct a search of the title on the Property for any encumbrances that may exist. Prior to the end of the Inspection Period, Purchaser shall notify Seller in writing of any objections Purchaser has to any matters shown or referred to in the title search; provided, however that Purchaser shall have no obligation to object to defects relating to: (A) mortgages, mechanics' liens, or judgments against Seller (collectively, "Lien Defects"); or (B) parties in possession of any portion of the Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the Property. Seller has no obligation to cure any title objections. Any matters appearing of record or that would be revealed by a current survey of the Property to which Purchaser does not object to in the Purchaser's Title Notice shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). If Seller, in its sole discretion, does not cure the objections within the time specified in this paragraph or if Seller chooses not to cure the objections, Purchaser may either elect to waive such objections and proceed to Closing or Purchaser may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money Deposit shall be returned to Purchaser, and this Agreement shall be of no further force and effect (except those provisions that expressly survive termination); if Purchaser does not deliver such termination notice prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived all of its title objections. Notwithstanding anything to the contrary set forth in this Agreement, assuming Seller satisfies all mortgage and money liens against the Property on or before Closing and fully performs under this Agreement to include signing normal closing documents and lien waivers, the provisions of this Section 3 related to Purchaser's right to terminate this Agreement shall expire at the end of the Inspection Period.

**Section 4. Closing Date.**

The sale and purchase of the Property shall be consummated at a closing (the "Closing") where Seller and Purchaser are not required to physically attend provided all documentation is properly executed prior to Closing date. The Closing shall occur on the date (the "Closing Date") that is agreeable to both parties but in no event shall Closing occur after \_\_\_\_\_ 2022.

**Section 5. Representations, Warranties and Covenants.**

**5.1** Seller hereby represents, warrants and covenants for the sole, exclusive and limited benefit of Purchaser as of the Effective Date and as of the Closing as follows:

**5.1.1** Seller has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

5.1.2 Seller shall keep the Property in its present state up to the Closing.

5.2 Purchaser hereby warrants and represents for the sole, exclusive and limited benefit of Seller as of the Effective Date and as of the Closing, as follows:

5.2.1 Purchaser is a duly organized, validly existing entity and in good standing under the laws of the State of South Carolina and is entitled to and has all requisite power and authority to own and operate its assets as they are presently owned and operated, to enter into this Agreement and to carry out the transactions contemplated hereby.

5.2.2 This Purchase has been approved by Corporate Resolution of Purchaser (Exhibit B).

5.3 The representations and warranties set forth in Sections 5.1 and 5.2 hereof shall survive the Closing to the fullest extent permitted under law.

**Section 6. Conditions Precedent to Close.** The obligations of the parties hereto consummate the transactions contemplated herein shall be expressly subject to the fulfillment of the following conditions ("Conditions"):

Seller agrees to hold Purchaser harmless from against any claim, demand, liability or expense of every nature and kind which are unrelated to the physical condition of the Property. Purchaser, agrees to hold Seller harmless from against any claim, demand, liability or expense of every nature and kind related to the Property for all matters which arose after Closing and for which such claim, demand, liability or expense arose during Purchaser's ownership of the Property. AS-IS Language: Purchaser specifically acknowledges and agrees that (i) Purchaser has, or will have before the Closing, conducted such proper due diligence as is related to the use of the Property; (ii) Seller is selling and Purchaser is purchasing the Property on an "**AS IS WITH ALL FAULTS**" basis, and (iii) Purchaser is not relying on any representations or warranties or guarantees of any kind whatsoever, express or implied, from Seller, its employees, directors, officers, agents, consultants, contractors, subcontractors or brokers as to any matters concerning the Property. The provisions of this paragraph shall survive Closing.

Pro-rated Taxes: Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at closing be responsible for other closing costs. However, Buyer and Seller agree that the fair market value of the Property is \$3,000 per acre for wetland and \$25,000 per dry land acre for purposes of transfer taxes and taxation and/or Fee-in-Lieu-of-Taxes.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**Section 7. Closing Documents.**

**7.1** At the Closing, Seller shall deliver good and marketable title to the Property, in the same or substantially the same condition as the Property was on the Effective Date, as to which delivery at Closing shall be coordinated with Purchaser:

**7.1.1** a limited warranty deed executed by Seller and acknowledged by a notary public and in proper statutory form for recording conveying good and marketable and insurable title to the Property to Purchasers.

**7.1.2** any commercially reasonable affidavits or documents required by Buyer or Buyer's title insurance company including but not limited to: (1) Owner's Affidavit that there are no parties now in the use or possession or control of the Property; (2) Transferor Affidavit; (3) A South Carolina nonresident withholding affidavit; (4) Certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

**7.1.3** a closing disclosure form or settlement statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Disclosure Statement") executed by Seller;

**7.1.4** such authorization documentation of each party comprising Seller and such other instruments and documents executed by Seller and any such other instruments and documents as customarily required for South Carolina Real Estate Closings;

**7.2** At the Closing, Purchaser shall deliver the following documents in addition to payment of the balance of the Purchase Price as stated herein:

**7.2.1** evidence reasonably satisfactory to Seller of Purchaser's authority to execute and deliver this Agreement and the documents to be delivered by it pursuant thereto;

**7.2.2** the Closing Disclosure Statement or settlement statement executed by Purchaser;

**7.2.3** such other instruments or documents which shall be necessary in connection with the transaction herein contemplated and which do not impose, create, or potentially create any liability or expense upon Purchaser not expressly required under this Agreement; and

**7.2.4** the Purchase Price as stated herein and as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by Purchaser at Closing.

**Section 8. Brokerage.** Seller and Purchaser mutually represent and warrant to each other that there are no brokers involved in this transaction and there will be no brokerage charges indicated on the Closing Disclosure.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**Section 9. Notices.** All notices or other communications hereunder to either party shall be (i) in writing and shall be deemed to be given on the earlier to occur of (a) actual receipt or (b) the third business day after deposit of both the original and copy as provided below in a regularly maintained receptacle for the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as provided hereinafter, and (ii) addressed:

**To Seller:**

**Richland County, South Carolina  
Attn. Richland County Economic Development Center  
1201 Main Street, Suite 910  
Columbia, South Carolina 29201**

**With a copy to:**

**Parker Poe Adams & Bernstein, LLP  
Attn. Todd Haynie  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201**

**To Purchaser:**

**City Roots, LLC  
Attn. \_\_\_\_\_**

**With a copy to:**

**Thomas Law Firm, LLC  
Attn. Brent Takach  
3007 Millwood Avenue  
Columbia, South Carolina 29205**

Notices may also be given by overnight courier service, in which event, the notice shall be deemed delivered on the next business day. Notices may also be given by electronic mail, in which event, the notice shall be deemed delivered upon confirmation of delivery of said notice, provided a copy of such notice is deposited the same date with any nationally recognized airborne/overnight delivery service.

**Section 10. Closing Costs.** Seller and Purchaser agree to pay closing costs as follows:

**10.1** Purchaser will pay (i) the fees and disbursements of Purchaser's counsel; and (ii) any inspection fees if Purchaser chooses to have inspections conducted; and (iii) all other standard Purchaser's closing costs.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**10.2** Seller will pay (i) the fees and disbursements of Seller's counsel; (ii) the cost of releasing all liens, judgments and other encumbrances, if any, that may exist and are to be released under this Agreement and of recording such releases; (iii) deed preparation fees; and (iv) all other standard Seller's closing costs.

**Section 11. Damage or Destruction Prior to Closing and Condemnation.**

If prior to the Closing, the Property is materially damaged or destroyed, Purchaser shall have the option to (i) perform this Agreement and shall be entitled to the casualty insurance proceeds, if any, payable with respect thereto under the policies of insurance maintained by Seller and a credit against the Purchase Price, or (ii) terminate this Agreement on written notice to Seller given within ten (10) business days after receiving written notice of the occurrence of such fire or casualty. If Purchaser shall exercise such option to terminate, it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 and the rights of the parties shall be as set forth therein. In the event prior to Closing written notice of a proposed material condemnation or taking is received by Seller, in which event Seller shall deliver written notice of said proposed condemnation or taking to Purchaser within ten (10) business days after Seller's receipt of the same, a condemnation proceeding is commenced or concluded, or all or any part of the Property is conveyed in lieu of condemnation, Purchaser shall have the right to (i) terminate this Agreement in which event it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 hereof and the rights of the parties shall be as set forth therein, or (ii) elect to have Seller assign to Purchaser, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property or grant Purchaser a credit against the Purchase Price equal to the amount of any condemnation award paid to Seller.

**Section 12. Default and Remedies.**

Upon the occurrence of a default which shall be defined as a default, failure to perform, failure to abide by the terms of this Agreement, as provided in this Agreement, the non-defaulting party shall notify the defaulting party that it has thirty (30) days after receipt of notice of default within which to cure the default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such default, the non-defaulting party shall have the right to any remedy provided in law, equity or provided elsewhere in this Agreement, including but not limited to an action for specific performance and in the event of default by Purchaser, the Seller shall also retain the Earnest Money.

**Section 13. Miscellaneous.**

**13.1** This Agreement constitutes the entire Agreement between the parties and supersedes any other previous agreement, oral or written, between the parties. This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives and permitted successors and assigns.

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**13.2** In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees of the prevailing party. For purposes of this Section, a party will be considered to be the “prevailing party” if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the Closing or the termination of this Agreement.

**13.3** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Purchaser and Seller shall bind Purchaser and Seller as if they had each executed the same counterpart.

**13.4** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

**13.5** The headings used in this Agreement are for convenience only and do not constitute substantive matters to be considered in construing same.

**13.6** The parties agree that Purchaser shall have the right to record, at Purchaser’s sole cost and expense, this Agreement or any memorandum or notice thereof. The parties hereto agree that this Agreement is a sealed instrument under South Carolina law.

**13.7** If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday or legal holiday under the laws of the State of South Carolina, or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term “days” as used herein shall mean calendar days, with the exception of “business days”, which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of South Carolina or the United States of America.

*Signature Page to Follow*

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_



**IN WITNESS WHEREOF**, by their signature below and having initialed all pages of the Agreement, the Parties agree that this Agreement has been entered into as of the day and year first above written.

**RICHLAND COUNTY**

**CITY ROOTS, LLC**

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

DRAFT

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Land**

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "Project Greens, LLC" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book \_\_\_\_\_ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

DRAFT

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

**EXHIBIT "B"**  
**CORPORATE RESOLUTION OF PROJECT GREENS, LLC**

I, \_\_\_\_\_, the undersigned, hereby certify that I am an authorized member of **Project Greens, LLC**, a limited liability company duly organized under the laws of the State of South Carolina. I am authorized to execute this certification on behalf of this limited liability company; that the following is a true, correct and compared copy of a resolution adopted, in accordance with its operating agreement.,

Resolved, that I, the sole member of this limited liability company am hereby authorized in the name of this limited liability company to purchase the property reference in this agreement and have full power and lawful authority to sign any and all documents required for this transaction.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed the seal of this Limited Liability Company on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

\_\_\_\_\_  
Member,

\_\_\_\_\_  
Witness

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

# Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto

**Notes:**

First Reading: May 17, 2022  
Second Reading: June 7, 2022  
Third Reading:  
Public Hearing: July 12, 2022

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN  
PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER MATTERS  
RELATED HERETO.**

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

WHEREAS, to further the economic development of the County, the County has identified and desires to acquire certain land and improvements thereon (“Real Property”), if any, in the County as more particularly identified in the purchase agreement attached hereto Exhibit A (“Agreement”);

WHEREAS, the County desires to enter into the Agreement with the seller of the Real Property, to set forth the terms and conditions of the purchase of the Real Property by the County.

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

**Section 1. Findings.** County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Purchase of Real Property.** County Council approves the purchase of the Real Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the purchase of the Real Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

**Section 5. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council

(SEAL)  
ATTEST:

---

Clerk to County Council

READINGS:

First Reading: May 17, 2022  
Second Reading: June 7, 2022  
Public Hearing: July 12, 2022  
Third Reading: July 12, 2022

**EXHIBIT A**  
**FORM OF PURCHASE AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (the “*Agreement*”) is made and entered into as of the \_\_\_ day of May, 2022 (“*Effective Date*”), by and between **SHARPE PROPERTIES, LLC** (“*Seller*”) and **RICHLAND COUNTY, SOUTH CAROLINA** (“*Buyer*”).

**WITNESSETH:**

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below).

2. Property. The property subject to this Agreement consists of that certain parcel bearing Richland County Tax Map Parcel **R1500-03-05 (approximately 11.790 acres)**, together with all improvements, plants, shrubs and trees located thereon, and together with all rights, easements and appurtenances thereunto belonging (collectively, the “*Property*”). The parties acknowledge and agree that the acreage of the Property is subject to being reduced by virtue of the Pending Condemnation as defined in Section 12(a)(iii) below.

3. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “**Purchase Price**”, shall be **One Million Six Hundred Fifty Thousand and no/100 Dollars (\$1,650,000.00)**. The Purchase Price shall be paid by Buyer to Seller as follows:

(a) Earnest money in the sum of Fifty Thousand and no/100ths (\$50,000.00) Dollars (“*Earnest Money*”) delivered to an escrow agent selected by Buyer (the “*Escrow Agent*”).

(b) The remaining balance of the Purchase Price, after crediting the Earnest Money, and subject to the pro-rations and adjustments hereinafter described, shall be paid by Buyer to Seller by wire delivery of funds to an account designated in writing by Seller.

4. Closing. Provided that Buyer has not terminated this Agreement prior to the end of the Inspection Period, the closing of the purchase and sale of the Property (“*Closing*”) will be held at a location to be determined by the Buyer on any date (“*Closing Date*”) which is on or before that date which is sixty (60) days following expiration of the Inspection Period, at Buyer’s option. Buyer shall give Seller written notice of the Closing Date at least five (5) days in advance thereof.

5. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the “*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be responsible for any rollback taxes. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any



difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

6. Title.

(a) Seller covenants to convey to Buyer at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) all matters of record, provided the same do not render the Property unmarketable; (iii) all matters which would be revealed by a current survey of the Property; and (iv) easements for the installation or maintenance of public utilities serving only the Property (collectively, "**Permitted Exceptions**").

(b) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which render Seller's title less than fee simple marketable title (each a "**Title Objection**"). Seller shall have until ten (10) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Buyer's initial notice of Title Objections, but shall have no obligation to do so. If Seller fails to satisfy any Title Objection, then, at the option of Buyer, Buyer may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its commercially reasonable efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Buyer's title insurer.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall not be unreasonably withheld, conditioned, or delayed.

7. Survey.

(a) Buyer may, prior to the end of the Inspection Period, obtain, at Buyer's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Seller at Closing shall be based upon Seller's record title; provided, however, at Buyer's option, Seller shall execute and deliver at Closing a quitclaim deed using a legal description based upon the Survey. Such Survey shall be delivered to Seller's attorney at least fifteen (15) days prior to Closing.

(b) Buyer may, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (1) above.

8. Investigation of the Property.

(a) Buyer shall have until the day which is **ninety (90)** days following the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire except those which expressly survive termination of this Agreement, and this Agreement shall become null and void.

(b) At any time prior to the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property.

If Buyer terminates this Agreement prior to the end of the Inspection Period, then any and all inspection and reports obtained by Buyer in investigation of the Property (the "**Buyer Due Diligence Materials**") will be delivered to the Seller, at no expense, within thirty days of Buyer's termination of this Agreement. Seller will not be required to return the Earnest Money until all Buyer Due Diligence Materials have been delivered to the Seller. All Buyer Due Diligence Materials will be delivered without representation or warranty of any type from Buyer.

(c) On or before the date five (5) business days after the Effective Date, Seller shall deliver to Buyer, if not previously delivered, or make available to Buyer for examination or copying by Buyer, at the address for Buyer set forth below Buyer's execution of this Agreement, the following

documents and information with respect to the Property: (i) all surveys, plans, specifications, engineering and mechanical data relating to the Property, including such items as soils reports and environmental audits, which are in Seller's possession or which Seller can obtain with reasonable effort; (ii) all real property and other ad valorem tax bills and utility bills regarding the Property for the two-year period preceding the effective date; (iii) a copy of any policy of title insurance issued in favor of Seller, together with legible copies of all instruments referenced therein; and (iv) a copy of any commercial appraisal of the Property that Seller has in its possession.

(d) Buyer hereby agrees to defend, indemnify, hold harmless, and reimburse Seller for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Buyer's title insurer, with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Buyer's title insurer as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) a Certificate of Tax Compliance from the South Carolina Department of Revenue or a transferor affidavit confirming that the Property constitutes less than a majority of the assets of Seller, and (vi) evidence in form and substance reasonably satisfactory to Buyer that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Buyer shall deliver to Seller the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

10. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay the commission of Colliers International of South Carolina Inc. ("**Buyer's Broker**"), its attorney fees, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property pursuant to Section 6(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Seller's deed to Buyer.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

11. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

12. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

(i) That, on the Closing Date, Seller shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(iii) Except for the pending Blythewood Road widening condemnation action described on Schedule A (the "***Pending Condemnation***"), there are no actions, suits or proceedings pending or threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Seller's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound.

(v) That to the best of Seller's knowledge, information, and belief without independent inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Seller has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Seller's knowledge, information and belief without independent inquiry, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) That to the best of Seller's knowledge, information and belief without independent inquiry, Seller has not received notice of any violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property.

(ix) Intentionally deleted.

(x) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge of any such violations. In the event Seller receives notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(b) Seller agrees to reimburse Buyer for any and all claims actually paid or losses actually incurred as a result of any of the foregoing representations or warranties being untrue. The obligations of the Seller contained in the immediately preceding sentence shall survive the consummation of the purchase and sale of the Property for a period of twelve (12) months after the Closing Date.

(c) The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

(d) AS-IS CONDITION OF PROPERTY/NO ADDITIONAL REPRESENTATIONS. Buyer acknowledges and agrees that the Property is being sold "AS IS, WHERE IS." Other than as set forth in (i) Section 12(a) above and (ii) the limited warranty of title to be included in Seller's deed (collectively, the "Seller's Warranties"), **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO (I) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY USE OR USES BUYER MAY INTEND TO CONDUCT; (IV) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (VI) ACCESS TO AND FROM THE PROPERTY; OR (VII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.** Buyer acknowledges that Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties. The provisions of this Section shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

### 13. Remedies

(a) Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default, the Earnest Money shall be retained by Seller as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, then Buyer shall be

entitled to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer for all verified actually incurred inspection costs and expenses incurred in connection with the Property not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder except those which expressly survive termination, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Seller in violation of its obligations under this Agreement, Buyer shall be entitled to recover its actual damages in lieu of specific performance.

14. Condemnation. Other than in connection with the Pending Condemnation, in the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking other than the Pending Condemnation. Seller shall notify Buyer of any eminent domain proceedings other than the Pending Condemnation within five (5) days after Seller learns thereof. For the avoidance of doubt, Buyer acknowledges and agrees that Seller shall be entitled to all of the proceeds derived from the Pending Condemnation, and that the Pending Condemnation shall not alter or affect the Purchase Price.

15. Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed, *provided however*, Seller shall provide consent in any circumstance where restrictive covenant is recorded against the Property prohibiting any use of the Property for the retail sale of petroleum products.

16. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

17. Brokers. Buyer warrants and represents to the Seller that Buyer shall be responsible for all brokerage commissions or fees payable to Buyer's Broker. Seller represents and warrants that it has not utilized the services of any broker in connection with this Agreement. Each party shall and does hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 17 shall expressly survive the Closing or any termination of this Agreement. Both Buyer and Seller acknowledge receiving, reading and understanding the South Carolina Real Estate Commission Agency Disclosure Form.

18. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of one (1) year.

19. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

20. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

21. Time. Time is and shall be of the essence of this Agreement.

22. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

23. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

24. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Seller: Sharpe Properties, LLC  
Post Office Box 123  
Blythewood, South Carolina 29016  
4118 U.S. Highway 21 South  
Ridgeway, South Carolina 29130  
Attn: Larry Sharpe  
Phone: (803) 754.3319

With a copy to: Graybill, Lansche & Vinzani, LLC  
2721 Devine Street  
Columbia, South Carolina 29205  
Attn.: William O. Higgins, Esquire  
Phone: (803) 404.5712

Buyer: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: (803) 803.576.2054

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Attn: Todd Haynie, Esquire  
Phone (803) 255.8000

25. 1031 Exchange. Seller may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer shall cooperate in effecting Seller's exchange. Seller will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all

other expenses and risks necessary to accomplish the exchange. Seller's exchange shall be accomplished through a qualified intermediary, exchange agent or similar third party. Seller's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

26. Escrow Agent. The Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Section 26. The duties of the Escrow Agent shall be as follows:

(a) During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

(b) The Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of the Seller and the Buyer if this Agreement shall be terminated by the mutual written agreement of Seller and Buyer. However, if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute shall develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then Escrow Agent shall send written notice to both Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Buyer, then the Escrow Agent shall pay the Earnest Money into any court of competent jurisdiction and interplead Seller and Buyer in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

(c) If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between the Seller and Buyer arising out of the holding of the Earnest Money in escrow, Seller and Buyer shall each pay the Escrow Agent one-half of such reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as Escrow Agent.

(d) Buyer and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct and; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement.

(e) Escrow Agent shall not be liable for loss or damage resulting from (i) any default, error, action or omission of any party, other than Escrow Agent; (ii) any defect in the title to any property; (iii) the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing; (iv) Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court; (v) any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.

(f) Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file to resolve any dispute as to the Earnest Money. Such costs, expenses or attorney's fees may be deducted from the Earnest Money.

(g) If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by Escrow Agent in responding to such action, hearing or process shall be paid



by, and the party/parties whose alleged acts are the basis for such proceedings, shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

27. Buyer's Grant of Right of First Option/First Refusal to Seller.

(a) If the Closing is completed such that title to the Property is conveyed from Seller to Buyer, Buyer and Seller shall execute and deliver at Closing a separate written agreement pursuant to which Buyer will grant Seller a right of first option/first refusal (the "**Right of First Option/First Refusal**") with respect to any portion of the Property and any adjacent property owned or acquired by Buyer located on Blythewood Road (the "**Affected Property**") that Buyer elects to sell or otherwise dispose of for commercial purposes within ten (10) years after Closing.

(b) The substantive terms and conditions of the Right of First Option/First Refusal shall be substantially as follows:

If Buyer decides to sell or otherwise dispose of any portion of the Affected Property or receives a bona fide third-party offer to purchase any portion of the Affected Property which Buyer intends to accept, Buyer shall first give Seller written notice of Buyer's intent to sell or otherwise dispose of or accept such bona fide third-party offer and shall include the terms of such offer. Upon receipt of such notice from Buyer, Seller shall have the first right to purchase the applicable portion of the Affected Property and may exercise such right by giving Buyer written notice thereof within ten (10) business days after Seller's receipt of notice from Buyer.

(i) If the Right of First Option is exercised due to Buyer's decision to sell or otherwise dispose of a portion of the Affected Property, then Seller's notice of exercise shall include a proposed purchase price, which purchase price Buyer shall accept or reject within fifteen (15) business days by way of written notice to Seller. If Buyer rejects Seller's proposed purchase price, then the parties agree to negotiate promptly and in good faith to determine a mutually agreeable purchase price within thirty (30) days. If the parties are unable to so agree after such good-faith negotiations, Buyer shall be entitled to seek third-party offers, any of which shall be subject to Subsection 27(b)(ii) below.

(ii) If the Right of First Refusal is exercised due to Buyer's receipt of a bona fide third-party offer (the "**Offer**") to purchase a portion of the Affected Property, then Seller's notice of exercise shall include a proposed purchase price equal to the purchase price set forth in the terms of the Offer, and Seller shall promptly thereafter (but in no event later than five (5) additional business days) present Buyer with an executed Purchase Agreement setting forth the terms and conditions of the closing of the transaction, including, but not limited to, the purchase price and the closing date, all of which shall be consistent with the terms of the Offer.

(c) Seller shall have the right to record a memorandum of the Right of First Option/First Refusal in the Office of the Register of Deeds for Richland County, South Carolina.

(d) Notwithstanding the foregoing, the Right of First Option/First Refusal shall not apply to the extent the Affected Property is included within a sale to an end user who will engage in industrial, manufacturing or warehouse operations.

*Signature page to follow.*

The parties hereto have executed this Agreement as of the Effective Date.

**BUYER:**

**Richland County, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**Sharpe Properties, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**  
**PENDING CONDEMNATION**

See attached Condemnation Notice and Tender of Payment.

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
) **Road/Route: Blythewood Rd (S-59)**  
) **Widening**  
) **Project: P030152**  
) **Tract: 22**  
)   
) County of Richland,  
)   
) Condemnor,  
)   
) v.  
)   
) Sharpe Properties, LLC,  
)   
) Landowner,  
)   
) and  
)   
) First Citizens Bank and Trust Company, Inc.)  
)   
) Other Condemnee. )  
) \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2022-CP-40-\_\_\_\_\_

**CONDEMNATION NOTICE  
AND TENDER OF PAYMENT**

TO: THE LANDOWNER, SHARPE PROPERTIES, LLC, AND OTHER CONDEMNEE  
FIRST CITIZENS BANK AND TRUST COMPANY, INC.:

Pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-10, *et seq.*, you are hereby notified as follows:

1. The County of Richland, Condemnor, is a public corporate and political subdivision of the State of South Carolina, and seeks to acquire the real property described herein for public purposes.
2. Sharpe Properties, LLC (hereinafter "Landowner") is the named Landowner in this action by virtue of that certain property conveyed to Landowner by that certain Title of Real Estate of Ginn-La University Club, Ltd., LLLP, dated June 3, 2009, and recorded August 27, 2009 in Book 1551, Page 3494 in the Office of the Register of Deeds for Richland County, South Carolina.
3. First Citizens Bank and Trust Company, Inc. is named as an Other Condemnee in this action by virtue of that certain Mortgage of Real Estate between Sharpe Properties, LLC and First

Citizens Banks and Trust Company, Inc., dated September 15, 2009, said mortgage being recorded on September 29, 2009 in Book 1558, Page 2857, and revised and re-recorded on May 11, 2010 in Book 1604, Page 3865 in the Office of the Register of Deeds for Richland County, South Carolina, and by virtue of any other such lien or claim that First Citizens Bank and Trust Company, Inc. may have with respect to this property.

4. The description of the real property which is the subject of this action is as follows:

All that parcel or strip of land, in fee simple, containing 1.847 of an acre/ (80,448 square feet), more or less, and all improvements thereon, if any, owned by Sharpe Properties, LLC shown as the area "total obtain" on Exhibits A & B, attached hereto and made a part hereof, on the left and right, of the S-59 (Blythewood Road) relocated survey centerline between approximate survey stations 165+75 and 166+16.81; also herein condemned is all that property located within the Roundabout, on the left and right of the Roundabout survey centerline between approximate survey stations 12+40 and 14+40; also on the right, of the Road S-2885 (Community Road) relocated centerline between approximate survey stations 10+16 and 13+75; also on the right, of the (Locklier Road) relocated survey centerline between approximate survey stations 9+40 and 11+80 and on the left and right, of the (Locklier Road) relocated survey centerline between approximate survey stations 11+80 and 16+84.06.

Tax Map Number R15100-03-05

5. The County of Richland is vested with the power of eminent domain pursuant to S.C. Code Ann. § 4-9-30.

6. The real property sought herein is to be acquired for public purposes, more particularly for the construction of certain widening improvements to Blythewood Road in Richland County, South Carolina, as part of the Richland County Transportation Penny Program.

7. This action is brought pursuant to S.C. Code Ann. § 28-2-240.

8. The County of Richland has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(A) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

9. Project plans may be inspected at the Richland County Transportation Penny Department office located at 2000 Hampton Street, Columbia, SC 29204.

10. **THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$257,500.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER.**

11. Payment of this amount will be made to the Landowner if within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment, and agrees to execute any instrument necessary to convey to the Condemnor the property interests and rights described hereinabove. The request and agreement must be sent first class certified mail with return receipt requested or delivered in person to the Condemnor at the following address:

Willoughby & Hoefler, P.A.  
*Attorneys for County of Richland*  
930 Richland Street  
P.O. Box 8416  
Columbia, SC 29202

If no request and agreement is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

12. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner and Other Condemnee notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

13. **AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.**

14. **THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE.** Therefore, if the tender is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner has a right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner written notice by mail of the call of the case for trial.

15. **THEREFORE, IF THE TENDER IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.**

SIGNATURE PAGE FOLLOWS

Respectfully submitted,



Mitchell Willoughby, Esquire (SC Bar #6161)  
Andrew J. D'Antoni, Esquire (SC Bar # 100919)  
Andrew R. Hand, Esquire (SC Bar #101633)

**WILLOUGHBY & HOEFER, P.A.**

930 Richland Street (29201)

Post Office Box 8416

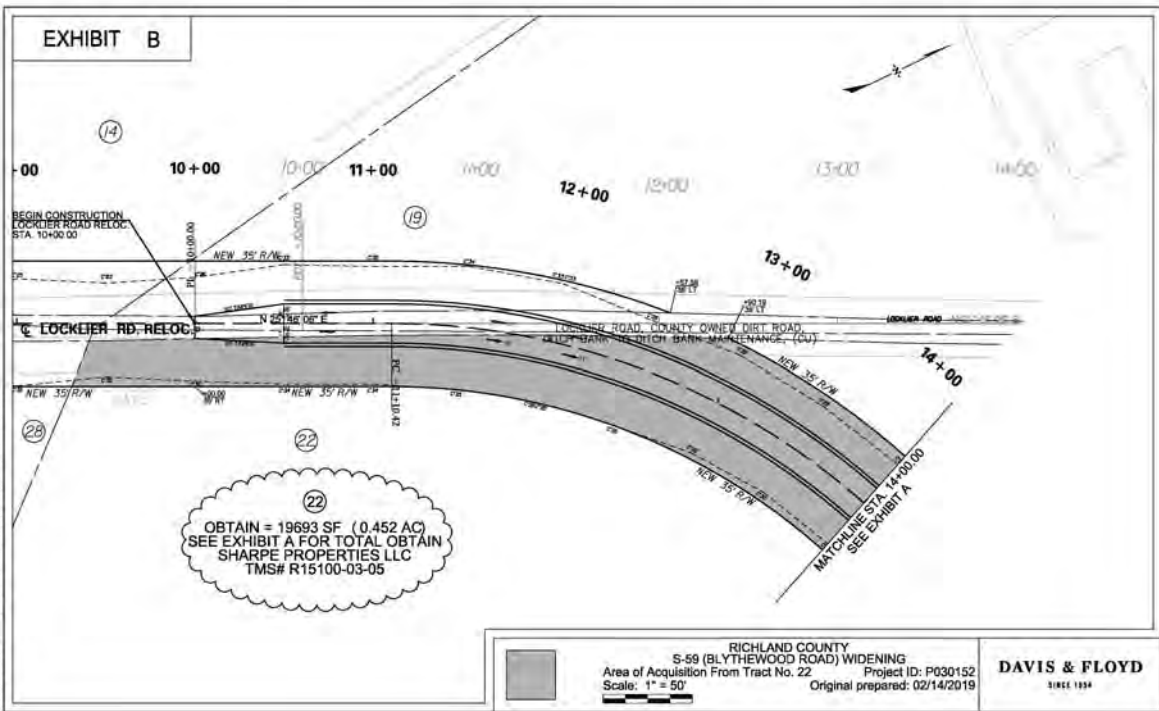
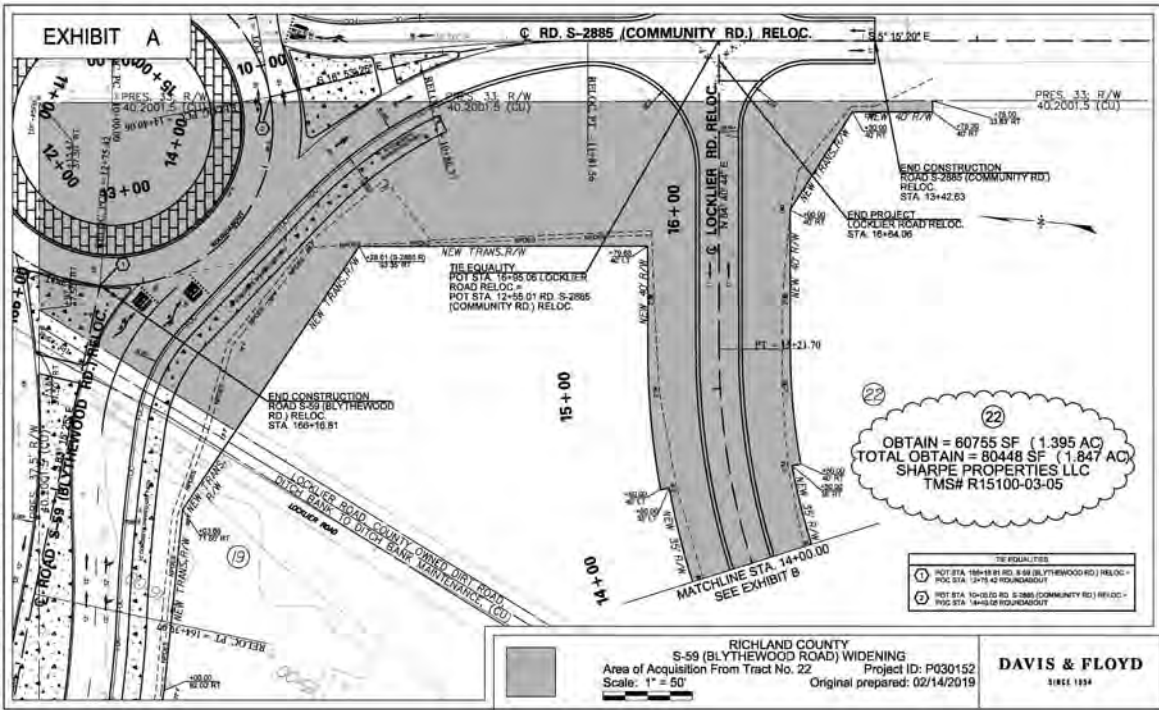
Columbia, SC 29202-8416

(803) 252-3300

*Attorneys for County of Richland*

April 11, 2022  
Columbia, South Carolina





# Richland County Council Request for Action

**Subject:**

An ordinance amending the School Resource Officer line item in the FY 2023 Budget Ordinance (No. 012-22-HR) of Richland County, South Carolina

**Notes:**

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

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ 22-HR**

**An ordinance amending the School Resource Officer line item in the FY 2023 Budget Ordinance (No. 012-22-HR) of Richland County, South Carolina.**

**SECTION A. Findings and Determinations.**

- a. On June 7, 2022, the County Council enacted Ordinance No. 012-22-HR (the Budget Ordinance) which contained a School Resource Officer line item approving the expenditure of approximately \$6.95 million for the fiscal year ending June 30,203.
- b. Since the enactment of the Budget Ordinance, the County Council has been informed by the Richland County Sherriff’s Department that Richland School District One has requested an additional School Resource Officer to be placed at Keenan High School.
- c. Total cost (personnel and equipment) for this additional School Resource Officer will be in the first year is \$141,974.71.
- d. Richland School District One has agreed to cover all expenses related to adding the school resource officer to Keenan High School.

**SECTION B. Amendment of Budget Ordinance.** The County Council hereby authorizes and directs that the revenue and expenditure of the School Resource Officer line item of the Budget Ordinance shall be amended to approximately \$7.09 million to reflect the total cost (\$141,974.71) of an additional School Resource Officer.

**SECTION C. Delegation of Authority.** The Chair of the County Council, the County Administrator, the County Sheriff, the County Finance Director and the County Director of Budget and Grants Management are hereby authorized and directed to take any necessary action to effectuate the expenditures authorized in this Ordinance.

**An Ordinance to raise revenue, make appropriations, and adopt FY 2023 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2022 will provide sufficient revenues for the operations of Richland County Government from July 1, 2022 through June 30, 2023 (Fiscal Year 2023)**

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

**SECTION 1.** The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2022-2023 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$189,747,431	\$3,025,000	\$4,603,503	\$197,375,934	\$186,657,182	\$10,395,758	\$197,052,940
General Fund Capital					\$322,994		\$322,994
<b>General Fund</b>	<b>\$189,747,431</b>	<b>\$3,025,000</b>	<b>\$4,603,503</b>	<b>\$197,375,934</b>	<b>\$186,980,176</b>	<b>\$10,395,758</b>	<b>\$197,375,934</b>
<b>Special Revenue</b>							
Victim’s Rights	\$331,216	\$945,289	\$0	\$1,276,505	\$1,276,505	\$0	\$1,276,505
Tourism Development	\$1,253,120	\$0	\$0	\$1,253,120	\$1,253,120	\$0	\$1,253,120
Temporary Alcohol Permits	\$172,168	\$0	\$0	\$172,168	\$172,168	\$0	\$172,168
Emergency Telephone System	\$2,100,000	\$2,189,951	\$2,115,150	\$6,405,101	\$6,405,101	\$0	\$6,405,101
Fire Service	\$29,811,786		\$1,255,798	\$31,067,584	\$29,877,633	\$1,189,951	\$31,067,584
Stormwater Management	\$3,732,147	\$0	\$0	\$3,732,147	\$3,732,147	\$0	\$3,732,147
Conservation Commission Fund	\$909,330	\$143,988	\$85,860	\$1,139,178	\$1,139,178	\$0	\$1,139,178
Neighborhood Redev. Fund	\$909,330	\$0	\$0	\$909,330	\$909,330	\$0	\$909,330
Hospitality Tax	\$7,800,000	\$0	\$1,444,318	\$9,244,318	\$4,756,568	\$4,487,750	\$9,244,318
Accommodation Tax	\$425,000	\$0	\$0	\$425,000	\$400,000	\$25,000	\$425,000
Title IVD - Sheriff’s Fund	\$55,563	\$0	\$0	\$55,563	\$55,563	\$0	\$55,563
Road Maintenance Fee	\$6,100,000	\$0	\$2,093,572	\$8,193,572	\$8,193,572	\$0	\$8,193,572
Public Defender	\$1,600,000	\$3,826,423	\$0	\$5,426,423	\$5,426,423	\$0	\$5,426,423
Transportation Tax	\$80,000,000	\$0	\$0	\$80,000,000	\$25,203,164	\$54,796,836	\$80,000,000
<b>School Resource Officers</b>	<b>\$5,102,608</b>	<b>\$1,996,712</b>	<b>\$0</b>	<b>\$7,099,320</b>	<b>\$7,099,320</b>	<b>\$0</b>	<b>\$7,099,320</b>
Economic Development	\$2,647,345	\$879,750	\$0	\$3,527,095	\$1,922,951	\$1,604,144	\$3,527,095
<b>Special Revenue Total</b>	<b>\$142,949,613</b>	<b>\$9,982,113</b>	<b>\$6,994,698</b>	<b>\$159,926,424</b>	<b>\$97,822,743</b>	<b>\$62,103,681</b>	<b>\$159,926,424</b>
<b>Debt Service</b>							
General Debt Service	\$20,208,361	\$0	\$0	\$20,208,361	\$20,208,361	\$0	\$20,208,361
Fire Bonds 2018B 1,500,000	\$545,600	\$0	\$0	\$545,600	\$545,600	\$0	\$545,600
RFC-IP Revenue Bond 2019	\$1,604,144	\$0	\$0	\$1,604,144	\$1,604,144	\$0	\$1,604,144
Hospitality Refund 2013A B/S	\$0	\$1,487,750	\$0	\$1,487,750	\$1,487,750	\$0	\$1,487,750
East Richland Public Svc Dist.	\$1,438,561	\$0	\$0	\$1,438,561	\$1,438,561	\$0	\$1,438,561
Recreation Commission Debt Svc	\$3,769,189	\$0	\$0	\$3,769,189	\$3,769,189	\$0	\$3,769,189
Riverbanks Zoo Debt Service	\$2,556,463	\$0	\$0	\$2,556,463	\$2,556,463	\$0	\$2,556,463
School District 1 Debt Service	\$61,071,918	\$0	\$0	\$61,071,918	\$61,071,918	\$0	\$61,071,918
School District 2 Debt Service	\$64,215,424	\$0	\$0	\$64,215,424	\$64,215,424	\$0	\$64,215,424
Transportation BAN		\$14,433,250	\$0	\$14,433,250	\$14,433,250	\$0	\$14,433,250
<b>Debt Service Total</b>	<b>\$155,409,660</b>	<b>\$15,921,000</b>	<b>\$0</b>	<b>\$171,330,660</b>	<b>\$171,330,660</b>	<b>\$0</b>	<b>\$171,330,660</b>
<b>Enterprise Funds</b>							

Solid Waste Enterprise Fund	\$41,542,159	\$0	\$0	\$41,542,159	\$41,542,159	\$0	\$41,542,159
Richland County Utilities	\$13,820,000	\$0	\$0	\$13,820,000	\$13,820,000	\$0	\$13,820,000
Hamilton-Owens Airport Operating	\$300,000	\$270,846	\$10,878	\$581,724	\$581,724	\$0	\$581,724
<b>Enterprise Funds Total</b>	<b>\$55,662,159</b>	<b>\$270,846</b>	<b>\$10,878</b>	<b>\$55,943,883</b>	<b>\$55,943,883</b>	<b>\$0</b>	<b>\$55,943,883</b>
<b>Millage Agencies</b>							
Richland Cnty Recreation Commission	\$15,550,000	\$0	\$0	\$15,550,000	\$15,550,000	\$0	\$15,550,000
Columbia Area Mental Health	\$2,427,500	\$0	\$0	\$2,427,500	\$2,427,500	\$0	\$2,427,500
Public Library	\$29,700,000	\$0	\$0	\$29,700,000	\$29,700,000	\$0	\$29,700,000
Riverbanks Zoo	\$2,605,000	\$0	\$0	\$2,605,000	\$2,605,000	\$0	\$2,605,000
Midlands Technical College	\$7,018,600	\$0	\$0	\$7,018,600	\$7,018,600	\$0	\$7,018,600
Midlands Tech Capital/Debt Service	\$3,720,000	\$0	\$0	\$3,720,000	\$3,720,000	\$0	\$3,720,000
School District One	\$241,096,717	\$0	\$0	\$241,096,717	\$241,096,717	\$0	\$241,096,717
School District Two	\$172,325,821	\$0	\$0	\$172,325,821	\$172,325,821	\$0	\$172,325,821
<b>Millage Agencies Total</b>	<b>\$474,443,638</b>	<b>\$0</b>	<b>\$0</b>	<b>\$474,443,638</b>	<b>\$474,443,638</b>	<b>\$0</b>	<b>\$474,443,638</b>
<b>Grand Total</b>	<b>\$1,018,212,501</b>	<b>\$29,198,959</b>	<b>\$11,609,079</b>	<b>\$1,059,020,539</b>	<b>\$986,521,100</b>	<b>\$72,499,439</b>	<b>\$1,059,020,539</b>

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Comprehensive Annual Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance. The County Administrator is granted authority to transfer up to \$100,000 between all General Fund direct report budgets.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2022. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by county Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections of each school district as of the end of the fiscal year. Any program

shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

**SECTION 16.** During its February 6, 2018 meeting, Richland County Council approved an increase of the inmate per diem cost for all jurisdictions at the Alvin S. Glenn Detention Center from the current rate of \$45.00/day to \$71.00/day. The per diem will automatically increase annually by the Consumer Price Index (CPI).

**SECTION 17.** During its February 19, 2019 meeting, Richland County Council approved an increase in the Utilities' rate for water and sewer effective July 1, 2019 (FY 2020) and subsequent rate increases for FY 2021 and FY 2022 . New rates, as approved, are as follows:

Sewer rates:

FY 2020: \$55.68

FY 2021: \$64.03

FY 2022: \$72.03

Water rates:

FY 2020: \$43.35

FY 2021: \$43.35

FY 2022: \$43.35

Additionally, the County's wholesale volumetric rate (Transport & Treat) for sewer customers will be \$4.12 per 1,000 gallons for FY20 with prorated adjustments year over year in line with retail customer rate noted above.

Pursuant to County Council's adopted 2019 Water & Sewer Rate Study, Richland County shall conduct a water and sewer rate study every 3-5 years to (1) fund the cost of the Combined Utilities System; (2) pay for existing and future debt service; (3) maintain targeted reserve fund balances; and (4) achieve desired debt service coverage levels.

**SECTION 18.** During its August 1, 2019 meeting, County Council approved the implementation of new rates provided by the Solid Waste Rate Study. Richland County Council approved an increase in the Solid Waste rates effective July 1, 2019 and July 1, 2020. Further during its June 7, 2022 meeting County Council approved the implementation of new rates effective July 1, 2022. The new rates for curbside, as approved, are as follows:

Solid Waste rates:

FY 2020: Residential \$286.35, Backyard Pickup \$558.38 New Commercial \$572.70

FY 2021: Residential \$323.70, Backyard Pickup \$631.21 New Commercial \$647.40

FY 2022: Residential \$323.70, Backyard Pickup \$631.21 New Commercial \$647.40

FY 2023: Residential \$350.57, Backyard Pickup \$631.03 New Commercial \$647.40

Additional rates are published in the "Solid Waste Fee Schedule Effective July 1, 2022"

**SECTION 19. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 20. Severability.** If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SECTION 21. Effective Date.** This Ordinance shall become effective July 1, 2022.

Richland County Council

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

First Reading: FY 2023 – May 3, 2022  
Public Hearing: FY 2023 – May 19, 2022  
Second Reading: FY 2023 – May 26, 2022  
Third Reading: FY 2023 – June 7, 2022

Solid Waste Fee Schedule  
Effective July 1, 2022

Curbside Collection Fee-\$323.70 (Current rate increased by 8.3%) \$350.57

•Backyard Service (enhanced service)-631.21 (Proposed curbside rate x 1.8 as per ordinance) \$631.03

•Disability Backyard Service-323.70 (Current rate increased by 8.3%) \$350.57

•C&D Disposal @ Richland County Landfill-\$25.00 per ton (Was 192.00 in RC) 4.16% increase

- Yard/Land Clearing Debris/Dirt-\$25.00 per ton
- Brown Goods/Bulk Items-\$25.00 per ton
- Metal and Appliances-\$25.00 per ton
- Mattress/Box Spring –N/C for Richland County Residents (Limit 2 per day. Mattress + box spring are 1)

Mattress/Box spring commercial -\$320.00 per ton

Tires Commercial-\$1.50 each or \$150.00 per ton

Residential Tire with proper identification, N/C (Limit 4 per day)

Residential Electronic Waste (Up to 5 electronic items per day) N/C.

Commercial Electronic Waste, Landfill only -\$1.00 per/lb.

Residential Mulch-County residents receive mulch at no charge. Resident self-load. Landfill only

Commercial Mulch-\$14.00 per ton, Landfill only.

Residential Latex Paint, N/C for Richland County residents.(Up to 5 cans of any size per day)

Commercial Latex Paint -\$1.00 per/lb.

## Richland County Council Request for Action

**Subject:**

I move to consider Riverbanks Parks Commission's petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens [O. WALKER - June 7, 2022]

**Notes:**

June 28, 2022 – The A&F Committee recommended Council approve the resolution for public hearing and first reading of the ordinance.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	May 18, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 19, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 19, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 19, 2022
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Resolution for Public Hearing and Ordinance for Issuance Of General Obligation Bonds		

**RECOMMENDED/REQUESTED ACTION:**

Riverbanks Zoo recommends approval of the resolution for public hearing and first reading of the ordinance.

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 action has no impact on Richland County Government operations.

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

None.

**REGULATORY COMPLIANCE:**

As a special purpose district that encompasses all of Richland County and Lexington County, the County Councils of both Richland and Lexington County must approve the uniform property tax millage levy for each of their respective counties.

**MOTION OF ORIGIN:**

I move to consider Riverbanks Parks Commission’s petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens.

<b>Council Member</b>	The Honorable Overture Walker, District 8
<b>Meeting</b>	Regular Session
<b>Date</b>	June 7, 2022



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

The information attached describes the proposed amount, timing, structure and expected millage requirements for the issuance of approximately \$80 million general obligation bonds. As a special purpose district, County Council approval is required by both Richland and Lexington County. These levies will have no impact on the constitutional debt limits of either County.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

As of the writing this briefing, Lexington County Council had yet not held a public hearing and/or first reading of the proposed.

#### **ATTACHMENTS:**

1. Petition of Riverbanks Parks Commission - Issuance General Obligation Bonds
2. Resolution for Public Hearing Richland-Lexington County Riverbanks Parks District
3. Ordinance for Richland-Lexington County Riverbanks Park District General Obligation Bonds
4. First Tryon Advisors Discussion Document Riverbanks Zoo General Obligation Issue

May 3, 2022

***Via Hand Delivery***

Mr. Leonardo Brown  
Richland County Administration Building  
2020 Hampton Street, Suite 4069  
P.O. Box 192  
Columbia, South Carolina 29204


Re: Petition of Riverbanks Parks Commission –Issuance General Obligation Bonds

Dear Mr. Brown:

Enclosed is a Petition of Riverbanks Parks Commission approved at its meeting of May 3, 2022, seeking approval by the County Councils of Lexington and Richland Counties of the issuance of not exceeding \$80 million general obligation bonds of Riverbanks Parks District to make improvements at Riverbanks Zoo and Gardens. Our counsel will provide you with the forms of documents for consideration by Council.

Please do not hesitate to contact me should you have any questions regarding the enclosed.

Sincerely,



Thomas K. Stringfellow

Enclosure

**PETITION OF RIVERBANKS PARKS COMMISSION TO THE GOVERNING BODIES OF RICHLAND COUNTY AND LEXINGTON COUNTY FOR PUBLIC HEARINGS PURSUANT TO ARTICLE 5, CHAPTER 11, TITLE 6, CODE OF LAWS OF SOUTH CAROLINA, 1976.**

1. The Richland-Lexington Riverbanks Parks District (the "District") is a special purpose district created pursuant to the provisions of Act No. 1207 of the Acts and Joint Resolutions of the General Assembly of South Carolina of 1970, as amended, and is located within Richland and Lexington Counties.

2. In carrying out its functions and duties, the Riverbanks Park Commission (the "Commission"), the governing body of the District, has determined that a need exists at the present time to design, construct, renovate and equip certain improvements (collectively, the "Improvements") to the facilities of the District, such facilities known popularly as Riverbanks Zoo and Garden, as follows:

- a. New animal exhibits
- b. Saluda River Observation Deck with exhibits on West Campus
- c. Forest pathway access to West Campus
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus
- f. Upgrades to tiger exhibit
- g. Parking improvements
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities

3. It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of the renovation and expansion of existing structures and construction of new facilities. The Commission has found that the Improvements are necessary and desirable for the continued safe and orderly operation of Riverbanks Zoo and Garden and the enhancement of its status as a leading recreational, educational and tourist attraction.

4. In order to defray the costs of the Improvements, the District proposes to issue general obligation bonds of the District in a principal amount not exceeding \$80,000,000, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

5. The County Councils of Richland County, South Carolina and Lexington County, South Carolina, the governing bodies of Richland County and Lexington County, respectively (the "County Councils"), are empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly (now codified as Article 5, Chapter 11, Title 6, Code of Laws of South Carolina 1976, Sections 6-11-810 through 6-11-1040, inclusive) (hereinafter referred to as the "Enabling Act") to authorize the issuance of general obligation bonds pursuant to the provisions of the Enabling Act.

6. Pursuant to Section 6-11-830 of the Enabling Act, if the County Councils, upon petition of the Commission, determine that it may be in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the County Councils may each order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

Wherefore, the Commission prays that the County Councils each order a public hearing to be held in Richland County and Lexington County, respectively, on the question of authorizing the issuance of not exceeding \$80,000,000 principal amount of general obligation bonds of the District, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine, in order to defray the costs of the Improvements and costs of issuance of such bonds.

**RIVERBANKS PARKS COMMISSION**

By:   
Chair, Riverbanks Parks Commission

**Attest:**

  
Secretary, Riverbanks Parks Commission

May 3, 2022



A RESOLUTION

CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$80,000,000 OF GENERAL OBLIGATION BONDS OF RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT, SOUTH CAROLINA AND TO PROVIDE FOR THE PUBLICATION OF THE NOTICE OF SUCH HEARING.

BE IT RESOLVED, by the Richland County Council (the “County Council”), the governing body of Richland County, South Carolina (the “County”):

WHEREAS, the County Council is empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly entitled:

“AN ACT TO AUTHORIZE THE GOVERNING BODIES OF ALL COUNTIES OF THE STATE WHEREIN EXIST SPECIAL PURPOSE DISTRICTS CREATED PRIOR TO MARCH 7, 1973, TO ISSUE BONDS OF SUCH DISTRICTS IN FURTHERANCE OF POWERS EXISTING IN SUCH DISTRICTS AS OF MARCH 7, 1973; TO PROVIDE THE PROCEDURES PURSUANT TO WHICH SUCH BONDS MAY BE ISSUED; TO PRESCRIBE THE TERMS AND CONDITIONS UNDER WHICH BONDS MAY BE ISSUED AND THEIR PROCEEDS EXPENDED; TO MAKE PROVISION FOR THE PAYMENT OF SUCH BONDS AND TO VALIDATE ALL BONDS OF SUCH DISTRICTS ISSUED OR SOLD PRIOR TO THE EFFECTIVE DATE OF THIS ACT.”

approved July 9, 1974, as amended (the “Enabling Act”), to authorize the governing body of any special purpose district created prior to March 7, 1973 and located in whole or in part within the County to issue general obligation bonds of such special purpose district, the proceeds of which shall be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

WHEREAS, the Richland-Lexington Riverbanks Parks District (the “District”), a special purpose district created prior to March 7, 1973 (having been created by Act No. 1207 of the Acts of the General Assembly of the State of South Carolina for the year 1970, as amended) and located within the Counties of Richland and Lexington with the function of planning, establishing, developing, constructing, enlarging, improving, maintaining, equipping, staffing, operating, regulating, and protecting public recreational and zoo facilities within the territory in the counties of Richland and Lexington contiguous to the Saluda River and the Congaree River from Highway I-26 on the north to Granby Locks on the South, has, by its governing body, the Riverbanks Parks Commission (the “Commission”), petitioned the County Council to authorize the issuance of not exceeding \$80,000,000 principal amount of general obligation bonds of the District in order to raise moneys to defray the costs of the following improvements to the facilities of the District, such facilities being popularly known as Riverbanks Zoo and Gardens:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

WHEREAS, the County Council is now minded to proceed in accordance with the provisions of the Enabling Act with respect to the issuance of such general obligation bonds.

Section 1. The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the foregoing improvements, and in that connection hereby orders a public hearing to be held upon the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District.

Section 2. A public hearing shall be held on the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District in the County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, beginning at \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. A Notice of Public Hearing substantially in the form attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in *The State*, a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

Section 3. The aforesaid hearing shall be conducted publicly at the time and place above stated, and both proponents and opponents of the proposed bond issue shall be given a full opportunity to be heard in person or by counsel.

Section 4. Following the above aforesaid public hearing, the County Council will determine whether and to what extent the proposed bonds should be issued. If the County Council determines that the proposed bonds should be issued, County Council shall authorize the issuance of such bonds by Ordinance, which Ordinance may be given first and second readings prior to the aforesaid public hearing.

Section 5. The Chairman of the County Council is hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Enabling Act.

DONE AT COLUMBIA, SOUTH CAROLINA, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Chairman, Richland County Council

Attest:

\_\_\_\_\_  
Clerk, Richland County Council

NOTICE OF PUBLIC HEARING  
ON THE PROPOSED ISSUE OF NOT EXCEEDING \$80,000,000  
PRINCIPAL AMOUNT GENERAL OBLIGATION BONDS OF  
RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT

The Richland County Council (the “County Council”), the governing body of Richland County, South Carolina (the “County”), has determined that it may be in the interest of the Richland-Lexington Riverbanks Parks District (the “District”) to raise moneys to defray the costs of the following improvements to the facilities of the District, such facilities being popularly known as Riverbanks Zoo and Garden:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

(collectively, the “Improvements”). It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of renovation and expansion of existing structures and construction of new facilities. The District, through the Riverbanks Parks Commission, its governing body (the “Commission”), proposes to defray the cost of the Improvements through the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the District (the “Bonds”).

Accordingly, County Council has ordered a public hearing to be held upon the question of the issuance of the proposed Bonds in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly, as amended (the “Enabling Act”). Notice is hereby given that a public hearing will be held in the County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, beginning at \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on the question of the issuance of the Bonds.

For the payment of principal and interest of the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied on all taxable property within the District ad valorem taxes in an amount sufficient to pay said principal and interest and to create such sinking fund. The Bonds would be issued to defray the cost of the Improvements and issuance costs. The Commission has advised County Council that Improvements are necessary and desirable for the continued safe and orderly operation of Riverbanks Zoo and Garden and the enhancement of its status as a leading recreational, educational and tourist attraction.



The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the proposed Bonds should be issued and may thereupon authorize the Commission to issue the Bonds to the extent it shall be found necessary.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the Richland County Council, Richland County, South Carolina (the “County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the County Council at a meeting duly called and held on the \_\_\_\_ day of \_\_\_\_\_, 2022, at which meeting a quorum of the County Council was present, and voted in favor of the adoption thereof.

As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of meetings (showing the date, time and place of the meetings) of the County Council of the County is posted in the administrative offices of the County, posted on the County’s publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for the meeting at which the attached Resolution was voted upon, and the agenda as so posted contained as an item the consideration of the attached Resolution by the County Council.

The original of the attached Resolution is duly entered in the permanent records of said Council in my custody as such Clerk of County Council.

The Resolution is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of this County, this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Clerk, Richland County Council, South Carolina

AN ORDINANCE

FINDING THAT THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT MAY ISSUE NOT EXCEEDING \$80,000,000 PRINCIPAL AMOUNT GENERAL OBLIGATION BONDS; TO AUTHORIZE THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

WHEREAS, by action previously taken, the County Council of Richland County, the governing body of Richland County, South Carolina (the "County Council"), ordered that a public hearing on the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District be held in the Richland County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, at \_\_\_\_\_ [a.m./p.m.] on \_\_\_\_\_, 20\_\_, and notice of such hearing has been duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly approved July 9, 1974, now codified as Article 5 of Chapter 11 of Title 6 (Sections 6-11-810 through 6-11-1050, inclusive) (the "Enabling Act"), to make a finding as to whether not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District (the "District") should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council of Richland County in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. On the basis of the facts adduced at the public hearing held on \_\_\_\_\_, 2022, it is found and determined that the District, acting through the Riverbanks Parks Commission (the "Commission"), its governing body, should be authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District.

Section 3. The County Council finds that the Commission should issue general obligation bonds of the District in an aggregate principal amount not exceeding \$80,000,000 as a single issue or from time to time as several separate issues, as the Commission shall determine.

Section 4. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in an aggregate principal amount of not exceeding \$80,000,000 (the "Bonds") as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of the following improvements to the facilities of the District:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal of and interest on the Bonds as they respectively mature, and to create such sinking fund.

Section 5. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in Exhibit A attached hereto. Such notice shall be published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County.

Section 6. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 7. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, general obligation bonds of the District in the aggregate principal amount of not exceeding \$80,000,000.

\*\*\*\*\*

DONE AT COLUMBIA, SOUTH CAROLINA, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Chairman, County Council of Richland County,  
South Carolina

Attest:

\_\_\_\_\_  
Clerk, County Council of  
Richland County

First Reading: \_\_\_\_\_, 20\_\_

Second Reading: \_\_\_\_\_, 20\_\_

Public Hearing: \_\_\_\_\_, 20\_\_

Third Reading: \_\_\_\_\_, 20\_\_

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NOTICE PURSUANT TO SECTION 6-11-870  
CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Notice is hereby given pursuant to the provisions of Section 6-11-870 Code of Laws of South Carolina, 1976 and following a public hearing held on \_\_\_\_\_, 2022, that the County Council of Richland County has found that:

The Richland-Lexington Riverbanks Parks District (the “District”) created by Act No. 1207 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1970, as amended, acting through the Riverbanks Parks Commission, its governing body, has been authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District (the “Bonds”), either as a single issue or as several separate issues, for the purpose of defraying the cost of the following improvements to the facilities of the District, such facilities known popularly as Riverbanks Zoo and Garden, as follows:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

(collectively, the “Improvements”). It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of renovation and expansion of existing structures and construction of new facilities.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal and interest and to create such sinking fund. The District consists of the entire area of Richland County and Lexington County. No election has been ordered in the District upon the question of the issuance of the Bonds.

Any person affected by the action aforesaid of the County Council of Richland County may by action de novo instituted in the Court of Common Pleas for Richland County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Richland County.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the County Council of Richland County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings.

That each of said meetings was duly called, and all members of the County Council were notified of the same, and that a majority of County Council remained throughout the proceedings incident to the adoption of this Ordinance.

As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of each of the said meetings (showing the date, time and place of the meetings) of the County Council of the County was posted in the administrative offices of the County, posted on the County's publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for each meeting at which this Ordinance was voted upon, and each agenda as so posted contained as an item the consideration of this Ordinance by the County Council.

The original of this Ordinance is duly entered in the permanent records of the County Council, in my custody as such Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Clerk to County Council,  
Richland County, South Carolina

First Reading: \_\_\_\_\_, 2022

Second Reading: \_\_\_\_\_, 2022

Public Hearing: \_\_\_\_\_, 2022

Third Reading: \_\_\_\_\_, 2022

# RIVERBANKS ZOO & GARDEN

columbia south carolina



WALTER GOLDSMITH, Managing Director

6101 Carnegie Blvd., Suite 210

Charlotte, NC 28209

*Office:* (704) 926-2453

*Email:* [wgoldsmith@firsttryon.com](mailto:wgoldsmith@firsttryon.com)

ROBERT HOBSON, Managing Director

6101 Carnegie Blvd., Suite 210

Charlotte, NC 28209

*Office:* (704) 926-2982

*Email:* [rhobson@firsttryon.com](mailto:rhobson@firsttryon.com)



# Introduction

---

## Overview

- Riverbanks Zoo & Garden (the “Zoo”) is currently in the planning phase for an approximately \$80 million General Obligation Bond issue (the “2022 Bonds”) to finance various capital improvements.
- The bonds will be backed by the full faith and credit and taxing power of the Zoo’s owner, the Richland-Lexington Riverbanks District (the “District”), a special purpose district which encompasses all of Richland County and Lexington County. Specifically, debt service payments will, as required by South Carolina law, be provided through a uniform property tax millage levy across the entire District. As of March 1, 2022, approximately 56% of the assessed value of the District is in Richland County and approximately 44% in Lexington County.
- Bonds issued by the District have no impact on the constitutional debt limits of either County.

## 2022 Bonds Financing Assumptions

- Aggregate level debt service (principal and interest) payments throughout the 20-year amortization of the 2022 Bonds.
- Closing date: September 27, 2022.

# Estimated Debt Service and Millage Requirement (District-Wide)

- The estimated annual millage requirement for the 2022 Bonds is less than 2 mills.
- As the value of a mill grows (assumed to grow at 1% per year) in the District, the millage requirement gradually decreases.

County	AV (FY 2021)
Richland	1,795,111,528
Lexington	1,384,305,540

2021 Value of a Mill (\$)
3,179,417

Calendar Year End	General Obligation Bonds, Series 2022 (Level Debt Service)					Estimated Value of a Mill	Est. Millage Requirement (2022 Bonds)
	Principal	Interest	Debt Service	Debt Service Fund	Net Debt Service		
2023	2,785,000	3,264,571	6,049,571	2,779,957	3,269,614	3,211,211	1.02
2024	2,560,000	3,390,494	5,950,494	-	5,950,494	3,243,323	1.83
2025	2,690,000	3,259,244	5,949,244	-	5,949,244	3,275,757	1.82
2026	2,830,000	3,121,244	5,951,244	-	5,951,244	3,308,514	1.80
2027	2,975,000	2,976,119	5,951,119	-	5,951,119	3,341,599	1.78
2028	3,125,000	2,823,619	5,948,619	-	5,948,619	3,375,015	1.76
2029	3,285,000	2,663,369	5,948,369	-	5,948,369	3,408,765	1.75
2030	3,455,000	2,494,869	5,949,869	-	5,949,869	3,442,853	1.73
2031	3,630,000	2,317,744	5,947,744	-	5,947,744	3,477,282	1.71
2032	3,820,000	2,131,494	5,951,494	-	5,951,494	3,512,054	1.69
2033	4,015,000	1,935,619	5,950,619	-	5,950,619	3,547,175	1.68
2034	4,210,000	1,740,519	5,950,519	-	5,950,519	3,582,647	1.66
2035	4,390,000	1,557,994	5,947,994	-	5,947,994	3,618,473	1.64
2036	4,570,000	1,378,794	5,948,794	-	5,948,794	3,654,658	1.63
2037	4,760,000	1,192,194	5,952,194	-	5,952,194	3,691,205	1.61
2038	4,950,000	997,994	5,947,994	-	5,947,994	3,728,117	1.60
2039	5,155,000	795,894	5,950,894	-	5,950,894	3,765,398	1.58
2040	5,370,000	582,038	5,952,038	-	5,952,038	3,803,052	1.57
2041	5,595,000	355,884	5,950,884	-	5,950,884	3,841,082	1.55
2042	5,830,000	120,244	5,950,244	-	5,950,244	3,879,493	1.53
<b>Total</b>	<b>80,000,000</b>	<b>39,099,936</b>	<b>119,099,936</b>	<b>2,779,957</b>	<b>116,319,980</b>		

Assumptions: (1) Market conditions estimated as of May 10, 2022; (2) Principal upsized in first year to deplete bond issue premium; (3) Value of mill estimated to grow at 1% per year based on 2021 value; (4) Preliminary; subject to change.

# Estimated Debt Service and Millage Requirement including Existing G.O. Debt and New G.O. Debt (District-Wide)

- The estimated annual millage requirement for the 2020 Bonds and 2022 Bonds ranges from 1.81 mills in 2023 to 2.63 in 2024.
- As the value of a mill grows (assumed to grow at 1% per year) in the District, the millage requirement gradually decreases.

County	AV (FY 2021)
Richland	1,795,111,528
Lexington	1,384,305,540

2021 Value of a Mill (\$)	3,179,417
---------------------------	-----------

Calendar Year End	2020 G.O. Bonds	General Obligation Bonds, Series 2022 (Level Debt Service)					Estimated Value of a Mill	Est. Millage Requirement (2020 and 2022 Bonds)
	Principal & Interest	Principal	Interest	Debt Service	Debt Service Fund	Net Debt Service		
2023	2,536,211	2,785,000	3,264,571	6,049,571	2,779,957	3,269,614	3,211,211	1.81
2024	2,571,075	2,560,000	3,390,494	5,950,494	-	5,950,494	3,243,323	2.63
2025	2,648,285	2,690,000	3,259,244	5,949,244	-	5,949,244	3,275,757	2.62
2026	2,674,884	2,830,000	3,121,244	5,951,244	-	5,951,244	3,308,514	2.61
2027	2,703,278	2,975,000	2,976,119	5,951,119	-	5,951,119	3,341,599	2.59
2028	2,723,501	3,125,000	2,823,619	5,948,619	-	5,948,619	3,375,015	2.57
2029	2,750,545	3,285,000	2,663,369	5,948,369	-	5,948,369	3,408,765	2.55
2030	2,833,829	3,455,000	2,494,869	5,949,869	-	5,949,869	3,442,853	2.55
2031	2,857,353	3,630,000	2,317,744	5,947,744	-	5,947,744	3,477,282	2.53
2032	2,888,548	3,820,000	2,131,494	5,951,494	-	5,951,494	3,512,054	2.52
2033	2,911,397	4,015,000	1,935,619	5,950,619	-	5,950,619	3,547,175	2.50
2034	-	4,210,000	1,740,519	5,950,519	-	5,950,519	3,582,647	1.66
2035	-	4,390,000	1,557,994	5,947,994	-	5,947,994	3,618,473	1.64
2036	-	4,570,000	1,378,794	5,948,794	-	5,948,794	3,654,658	1.63
2037	-	4,760,000	1,192,194	5,952,194	-	5,952,194	3,691,205	1.61
2038	-	4,950,000	997,994	5,947,994	-	5,947,994	3,728,117	1.60
2039	-	5,155,000	795,894	5,950,894	-	5,950,894	3,765,398	1.58
2040	-	5,370,000	582,038	5,952,038	-	5,952,038	3,803,052	1.57
2041	-	5,595,000	355,884	5,950,884	-	5,950,884	3,841,082	1.55
2042	-	5,830,000	120,244	5,950,244	-	5,950,244	3,879,493	1.53
<b>Total</b>	<b>30,098,905</b>	<b>80,000,000</b>	<b>39,099,936</b>	<b>119,099,936</b>	<b>2,779,957</b>	<b>116,319,980</b>		

Assumptions: (1) Market conditions estimated as of May 10, 2022; (2) Principal upsized in first year to deplete bond issue premium; (3) Value of mill estimated to grow at 1% per year based on 2021 value; (4) Preliminary; subject to change.

# Projected Impact to Taxpayers

## Estimated Cost to Taxpayer

- Annual cost: owner-occupied \$100,000 home
  - 2023: \$4.07
  - 2024-2042: Gradually decreases from \$7.34 in 2024 to \$6.14 in 2042

## Taxpayer Cost Assumptions

- Assumes 1% per year growth in value of a mill

Calendar Year End	Estimated Millage Requirement	Annual Taxpayer Cost (Based on \$100,000 Home)
2023	1.02	\$4.07
2024	1.83	\$7.34
2025	1.82	\$7.26
2026	1.80	\$7.20
2027	1.78	\$7.12
2028	1.76	\$7.05
2029	1.75	\$6.98
2030	1.73	\$6.91
2031	1.71	\$6.84
2032	1.69	\$6.78
2033	1.68	\$6.71
2034	1.66	\$6.64
2035	1.64	\$6.58
2036	1.63	\$6.51
2037	1.61	\$6.45
2038	1.60	\$6.38
2039	1.58	\$6.32
2040	1.57	\$6.26
2041	1.55	\$6.20
2042	1.53	\$6.14
<b>Total</b>		

# Proposed Timeline for Necessary Richland County Approvals

---

- Key dates and actions:
  - **June 7:** Adoption of Resolution Calling for Public Hearing and 1<sup>st</sup> Reading of Ordinance
  - **June 28:** Committee Review
  - **July 12:** Public Hearing and 2<sup>nd</sup> Reading of Ordinance
  - **July 19:** 3<sup>rd</sup> Reading of Ordinance
  
- Based on the timeline and steps listed above (with Lexington County following a similar schedule in accordance with its meeting dates), the 2022 Bonds are scheduled to be sold on August 31<sup>st</sup> and close on September 27.

# Disclaimer

---

The practice known as “First Tryon Advisors” includes two SEC-registered Municipal Advisors: First Tryon Securities, LLC d/b/a First Tryon Advisors (“FTSLLC”) and First Tryon Advisors, LLC d/b/a Wye River Group (“FTALLC”). FTSLLC is a member FINRA and SIPC and an MSRB Registrant; FTALLC is an MSRB Registrant.

This communication is for informational purposes only and should not be construed as an offer or solicitation to sell or buy any securities. This material does not provide tax, regulatory, accounting, or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory, and accounting characteristics and consequences, of the proposed transaction.

Any proposal included in this communication is confidential information of First Tryon Advisors and is solely for the benefit of the recipient(s), and the recipient(s) is (are) not authorized to sell, redistribute, forward or deliver this communication to any other person without the prior written consent of First Tryon Advisors.

The statements within this material constitute the views, perspective and judgment of First Tryon Advisors at the time of distribution and are subject to change without notice. First Tryon Advisors gathers its data from sources it considers reliable; however, it does not guarantee the accuracy or completeness of the information provided within this communication. The material presented reflects information known to First Tryon Advisors at the time this communication was prepared, and this information is subject to change without notice. First Tryon Advisors makes no warranties regarding the accuracy of this material.

Any forecasts, projections, or predictions of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or performance. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes only to simplify the presentation and/or calculation of any projections or estimates, and First Tryon Advisors does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated projections will be realized or that actual performance results will not materially differ from those estimated herein.

Neither FINRA nor any other regulatory organization endorses, indemnifies, or guarantees First Tryon Advisors business practices, selling methods, any class or type of securities offered, or any specific security.

# Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related hereto

**Notes:**

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

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN  
PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER MATTERS  
RELATED HERETO.**

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

WHEREAS, to further the economic development of the County, the County has identified and desires to acquire certain land and improvements thereon (“Real Property”), if any, in the County as more particularly identified in Exhibit A (“Agreement”);

WHEREAS, the County desires to enter into a purchase agreement with the seller of the Real Property or to accept assignment of a purchase agreement with the Seller, which will set forth the terms and conditions of the purchase of the Real Property by the County.

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

**Section 1. Findings.** County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Purchase of Real Property.** County Council approves the purchase of the Real Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver such documents that may be reasonably necessary to accomplish the purchase of the Real Property and to undertake such due diligence with respect to the Real Property as the County Council Chair, the County Administrator or the Director of Economic Development may determine is beneficial to the County. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

**Section 3. Approval of Purchase Agreement.** County Council approves the negotiation, preparation, execution and delivery of a purchase agreement or the acceptance of an assignment of a purchase agreement, the final form, terms and provisions of which shall be approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

**Section 5. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. Effectiveness.** This Ordinance is effective after third reading and a public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

---

Chairman of County Council

(SEAL)  
ATTEST:

---

Clerk to County Council

READINGS:

First Reading: July 12, 2022  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Approximately 4.30 acres identified by TMS No. R1500-02-01

## Richland County Council Request for Action

**Subject:**

Existing Richland County Council Ad Hoc Committee List

**Notes:**

June 21, 2022 – The Rules & Appointments Committee recommended Council approve the updated list of existing Richland County Ad Hoc Committees.

## AD HOC COMMITTEES

COMMITTEE	ACTIVE/INACTIVE
<del>Blue Ribbon</del>	Inactive (Last Met: 2020)
<del>Civil Rights Museum</del>	Inactive: (Last Met: 2018)
Coronavirus	Active
Council Office Overview	Inactive (Has Not Met)
Detention Center	Active
<del>Dirt Road</del> (Transportation Ad Hoc vets all transportation-related items)	Inactive (Last Met: 2018)
Employee Evaluation & Oversight	Active
<del>Famously Hot New Year</del>	Inactive (Event Cancelled)
Intern	Inactive (Has Not Met)
Office of Small Business Opportunity	Inactive (Last Met: 2018)
<del>Ordinance Review</del>	Inactive (Last Met: 2018)
<del>Pinewood Lake</del> (Refer items to the D&S Committee)	Active
<del>Privatization</del>	Inactive (Has Not Met)
Richland Renaissance	Inactive (Last Met: 2021)
<del>Sewer</del> (Refer items to the A&F Committee)	Active
Strategic Planning	Active

## Richland County Council Request for Action

**Subject:**

Broad River Road Widening Project Right-of-Way Acquisition

**Notes:**

June 28, 2022 – The Transportation Ad Hoc Committee recommended Council approve the award of Right-of-Way coordination and acquisition to CECS, Inc. at a cost of \$1,330,804.65. In addition, to approve initiation of Eminent Domain powers for all parcels where Right-of-Way acquisition is necessary for the widening of Broad River Road.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, P.E.	<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	June 7, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 9, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 10, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Broad River Road Widening Project- Right-of-Way Acquisition		

**RECOMMENDED/REQUESTED ACTION:**

Transportation staff requests approval to award Right-of-Way coordination and acquisition to CECS, Inc. at a cost of \$1,330,804.65 for the Broad River Road Widening Project. To complete this work under the aggressive thirty-three (33) month design schedule, staff is also requesting County Council approval to initiate Eminent Domain powers for all parcels where Right-of-Way acquisition is necessary for the widening of Broad River Road.

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:**

There is \$1,620,994.55 available in the current FY22 budget for this project (JL 13320005). An additional \$4,000,000.00 has been requested in the upcoming FY23 budget. Any additional funds needed for Right-of-Way acquisition for this project will be requested in the FY24 budget.

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

None.

**REGULATORY COMPLIANCE:**

State Law. Process for property acquisition.

**MOTION OF ORIGIN:**

Click or tap here to enter text.

<b>Council Member</b>	Click or tap here to enter text.
<b>Meeting</b>	Click or tap here to enter text.
<b>Date</b>	Click or tap here to enter text.

#### STRATEGIC & GENERATIVE DISCUSSION:

County Council approval is requested to award Right-of-Way coordination and acquisition to CECS, Inc. at a cost of \$1,330,804.65 for the Broad River Road Widening Project. As CECS, Inc. is currently under contract to perform design services and utility relocation coordination, awarding the Right-of-Way services to them will allow for all design tasks to be developed by one engineering firm. This design management plan is necessary to meet the thirty-three (33) month design schedule.

Staff's recommendation to County Council to initiate Eminent Domain Action for all necessary Right-of-Way work for the Broad River Road Widening Project will help ensure that we meet the thirty-three (33) month schedule. By avoiding the multiple start/stop delays related to obtaining easements, we will remove a sometimes major roadblock experienced on our larger construction projects.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

In 2020, Council approved the Transportation Descope Plan that evaluated all remaining projects in the Widenings, Intersections, and Special categories to focus on addressing safety issues first on all projects. This Plan was approved with the stipulation that, with the anticipated savings created from the descopes, these projects would be re-evaluated to determine if any portion of them needed to be rescoped and if that could be achieved while remaining within the anticipated savings and overall referendum amount of the program.

Broad River Rd. was originally descoped to just address safety issues by only widening the road to 3 lanes. In 2021, once it was determined that, because of the Descope Plan, there would be sufficient savings to go back and fund the full, original 5-lane widening of this project, Council approved the rescoping of this project.

This project is the largest and most complex of the remaining widening projects, and it is anticipated that by following the traditional method the ROW acquisition phase would take approximately 1-2 years to complete. Staff believes that by filing an eminent domain action against all properties at one time, this will cut the ROW acquisition timeframe in half.

By filing the eminent domain action, this will start the 30-day time limit the property owner has to challenge the condemnation, and it will eliminate common delays such as non-responsiveness or delayed communication from the property owner. This does not mean that every parcel will go to court. The normal negotiation process can run concurrently with the 30-day challenge period, and it is expected that the majority of acquisitions will be settled during this process and will not go to court.

#### ATTACHMENTS:

1. Attachment "A"- Scope of Services- Broad River Road Widening Project
2. Attachment "B"- CECS, Inc. Fee Proposal
3. Attachment "C"- Project Schedule and Milestones

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**  
**BROAD RIVER RD (US RTE 76) WIDENING**  
**SERVICE ORDER #4 MODIFICATION**

**PROJECT DESCRIPTION**

The CONSULTANT is currently under contract with Richland County (COUNTY) to provide engineering services for the widening of Broad River Road in Richland County. The current contract includes surveys, traffic studies, environmental permitting, preliminary design and plans, hydrology and hydraulic design, right-of-way plans, geotechnical engineering, final construction plans, maintenance of traffic plans, pavement marking and signing plans, and construction phase services.

To complete the project design and advance it to construction letting, the COUNTY intends to contract with the CONSULTANT for additional services. Under this additional services scope, the CONSULTANT will provide right of way coordination and acquisitions.

**SUMMARY OF WORK**

Task 1: Project Organization and Management  
 Task 16: Right of Way Coordination and Acquisition

**1 PROJECT ORGANIZATION AND MANAGEMENT\***

This task includes the Prime Consultant's time for management of the Right of Way Acquisition phase. The Right of Way Acquisition task includes coordination and correspondence with the COUNTY, coordination with the right of way subconsultant, project status reporting, and meetings with the COUNTY and/or property owners to discuss right of way issues. For scoping purposes, up to thirty-six (36) meetings are assumed.

**16 RIGHT OF WAY COORDINATION AND ACQUISITION**

**16.1 Right of Way Management\***

**16.1.1** The CONSULTANT will search the available tax records to determine ownership and will discuss preliminary engineering activities with the owner based on those records to secure access for wetland delineation, and survey purposes. The survey permission will be secured for a six (6) month timeframe if the owner is agreeable



to granting the permission. For the purpose of this scope, it is assumed that permissions will be secured on up to twenty (20) parcels.

- 16.1.2** The CONSULTANT will evaluate design alternatives that involve new right-of-way acquisitions and coordinate with property owners and/or municipal building officials regarding future development plans. CONSULTANT will provide a preliminary right-of-way cost estimate and timeline for acquisition process. CONSULTANT will work with the COUNTY to evaluate parcels for potential early acquisition based on this evaluation.
- 16.1.3** The CONSULTANT will evaluate design alternatives that impact permanent access and/or internal traffic circulation for properties due to road/intersection closures resulting from the proposed design and provide feedback regarding damages and/or cost to cure that could result from such impacts.
- 16.1.4** The CONSULTANT will meet with potential impacted owners to gather background information on ownership, to discuss the right of way process in general, determine point of contact and process for resolving right of way claim once notice to proceed (NTP) is received from the COUNTY for right of way acquisition.

## **16.2 Right of Way Acquisition Services\***

- 16.2.1** The CONSULTANT shall perform all right-of-way acquisition services in accordance with the following tasks for up to one hundred and thirty (130) parcels requiring acquisition or permissions and provide relocation assistance to approximately ten (10) displaces if needed:
- 16.2.2** Perform all title searches for properties which must be acquired to construct the project and provide to the COUNTY a Preliminary and Final Certificate of Title signed by a licensed South Carolina attorney (as required by the SCDOT's Right of Way Manual). Titles certificates shall advise all names of any parties that should be included for payments, and if the investigation reveals that condemnation is necessary to clear title, it shall provide names of all parties that should be served with condemnation, provide recording information for those parties who have an interest in the property and advise whether or not advertisement is required. Preliminary title abstracts must be provided prior to the property being appraised.\*
- 16.2.3** Prepare a cost estimate as stated in the SCDOT Appraisal Manual for the project to secure right of way authorization and to be used upon approval by the COUNTY to make offers for those tracts which the just compensation is less than \$20,000 with no damages and/or benefits. Cost estimates shall be submitted to SCDOT Chief Appraiser for approval of just compensation. All offers of just compensation will be based on a written approved appraisal unless prior approval is given to the Contractor by SCDOT. SCDOT may allow offers to be made based on the cost estimates on tracts estimated to be \$20,000 or less and determined by SCDOT to be a non-complicated. In the event the cost estimate offer is rejected by the property owner, a written appraisal shall be required.\*

- 16.2.4** The CONSULTANT will be responsible for having appraisals reviewed. Appraisals will be submitted to the COUNTY and SCDOT for setting of just compensation. Reviews by the COUNTY and SCDOT will occur concurrently and will be accomplished within 5 business days.
- 16.2.5** Acquire in accordance with all state laws and regulations, both Federal and State, and in the name of the County, the right of way necessary to construct the project. Title shall be in fee simple absolute and have a recordable warranty deed unless otherwise authorized by SCDOT and the COUNTY. The title shall be filed, within seven (7) days of payment to the landowner, in the ROD office in Richland County and the original file stamped instrument will be returned to the COUNTY. The CONSULTANT is responsible for all cost associated with recording of the deeds. The Consultant shall submit Deed for property owner payment within 30 days of the execution date on the Deed.
- 16.2.6** Prepare exhibits in accordance with SCDOT's exhibit preparation guide.\*
- 16.2.7** In the event of condemnation the necessary documents as required by the Eminent Domain Procedure Act Sections 28-2-10 et. Seg., South Carolina Code of Laws (1976) as amended will be prepared and submitted electronically to the County's attorney as direct, for the attorney to file the case with the Clerk of Court. The procedure for Condemnation shall be by way of trial after rejection of the amount tendered as provided in Section 28-2-240.\*
- 16.2.8** The CONSULTANT shall provide relocation assistance in accordance with all state laws and regulations, both Federal and State, to those displaced as a result of the project. Ninety (90) day notices of displacement shall be issued by the CONSULTANT upon the initiation of negotiations and 30-day notices issued upon securing title to the property by deed or condemnation.\*
- 16.2.9** Retain all records dealing with property acquisition and all other costs associated with this project for three (3) years after the final acquisition for the project.
- 16.2.10** CONSULTANT is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process. The Consultant Shall return all corrections to the COUNTY within 15 business days from date of returned to the Consultant.\*
- 16.2.11** Provide a final moving items list, removal and disposal items lists, and a UST and fencing list based on the appraisal and negotiations in accordance with the COUNTY's construction schedule.\*

## SCHEDULE

The CONSULTANT proposes to acquire the right of way consisting of approximately one hundred and fifty (150) properties and provide relocation assistance to approximately ten (10) displaces within eighteen (18) months of the NTP by the COUNTY.

*TASK 16 Assumptions:*

- 18-month ROW Acquisition schedule will begin upon receipt of notice to proceed from the COUNTY and is contingent upon receiving approved Right of Way Plans within 60 days of the notice to proceed.
- The COUNTY will be responsible for any risks, schedule delays, and additional costs due to rework if the COUNTY provides notice to proceed prior to authorization to proceed with ROW acquisition is received from SCDOT. SCDOT typically provides authorization to proceed with ROW acquisition following the approval of ROW Plans.
- SCDOT and the COUNTY will provide set just compensation within 5 business days of receiving the reviewed appraisal report.
- The COUNTY will authorize the use of condemnation should settlements not be reached.
- The CONSULTANT will have a point of contact with the COUNTY that is authorized to approve settlements and approve filing of condemnation actions. These approvals will be given within 3 business days.
- The CONSULTANT is authorized to begin initial right of way background work upon submittal of Right of Way Plans to SCDOT.
- No permissions will be required. All work will be covered by right of way or temporary right of way.
- At the end of the 16<sup>th</sup> month of the ROW acquisition schedule, the CONSULTANT will turn in any tract not settled for condemnation. Tracts will be submitted to the COUNTY and the COUNTY will file the condemnation within 30 days.

## Project Fee Summary

### Fee Totals Broken Down by Task

Task	Task Description	Labor	Directs	Subs	Total	
01	Project Management	\$ 48,639.22	\$ -	\$ -	\$ 48,639.22	3.7%
02	Environmental Services / Permitting (inactive)					
03	Field Services (inactive)					
04	Roadway Design (inactive)					
05	Erosion Control and Signing Plans (inactive)					
06	Traffic Signal Design (inactive)					
07	Construction Management Plan (inactive)					
08	Stormwater Management/Hydraulic Design (inactive)					
09	Sediment and Erosion Control M.D.S. Forming (inactive)					
10	Geotechnical Investigations and Engineering Services (inactive)					
11	Roadway Structures Design and Plans (inactive)					
12	Subsurface Utilities Engineering (SUE) (inactive)					
13	Utility Construction (inactive)					
14	Utility Relocation Design (inactive)					
15	Construction Phase Services (inactive)					
16	Right of Way Coordination and Acquisition	\$ 17,665.43	\$ -	\$ 1,264,500.00	\$ 1,282,165.43	96.3%
17	(inactive)					
18	(inactive)					
19	(inactive)					
20	(inactive)					
21	(inactive)					
22	(inactive)					
23	(inactive)					
24	(inactive)					
25	(inactive)					
<b>Totals</b>		<b>\$ 66,304.65</b>	<b>\$ -</b>	<b>\$ 1,264,500.00</b>	<b>\$ 1,330,804.65</b>	

### Civil Engineering Consulting Services, Inc.

Task	Task Description	98	99	100	101	103	105	Total
		Direct Labor	Overhead	Profit	FCCM	Labor Total	Directs	
01	Project Management	\$ 17,104.14	\$ 27,009.15	\$ 4,411.33	\$ 114.60	\$ 48,639.22	\$ -	\$ 48,639.22
02	Environmental Services / Permitting (inactive)							
03	Field Services (inactive)							
04	Roadway Design (inactive)							
05	Erosion Control and Signing Plans (inactive)							
06	Traffic Signal Design (inactive)							
07	Construction Management Plan (inactive)							
08	Stormwater Management/Hydraulic Design (inactive)							
09	Sediment and Erosion Control M.D.S. Forming (inactive)							
10	Geotechnical Investigations and Engineering Services (inactive)							
11	Roadway Structures Design and Plans (inactive)							
12	Subsurface Utilities Engineering (SUE) (inactive)							
13	Utility Construction (inactive)							
14	Utility Relocation Design (inactive)							
15	Construction Phase Services (inactive)							
16	Right of Way Coordination and Acquisition	\$ 6,212.11	\$ 9,809.54	\$ 1,602.17	\$ 41.61	\$ 17,665.43	\$ -	\$ 17,665.43
17	(inactive)							
18	(inactive)							
19	(inactive)							
20	(inactive)							
21	(inactive)							
22	(inactive)							
23	(inactive)							
24	(inactive)							
25	(inactive)							
<b>Totals</b>		<b>\$ 23,316.25</b>	<b>\$ 36,818.69</b>	<b>\$ 6,013.50</b>	<b>\$ 156.21</b>	<b>\$ 66,304.65</b>	<b>\$ -</b>	<b>\$ 66,304.65</b>
		(A)	(B)	(C)	(D)	(E)	(F)	

### Summary of DBE Qualifying Fees

	Total Fee	Qual. Percentage	Qualifying Fee	
Civil Engineering Consulting Services, Inc.	\$ 66,304.65	\$ -	\$ -	1
PAN, Inc.	\$ 1,264,500.00	\$ -	\$ -	2
	\$ -	\$ -	\$ -	3
	\$ -	\$ -	\$ -	4
	\$ -	\$ -	\$ -	5
	\$ -	\$ -	\$ -	6
	\$ -	\$ -	\$ -	7
	\$ -	\$ -	\$ -	8
	\$ -	\$ -	\$ -	9
	\$ -	\$ -	\$ -	10
	\$ -	\$ -	\$ -	11
	\$ -	\$ -	\$ -	12

### Fee Summary

A - Direct Labor	\$	23,316.25
B - Overhead [A x 1.5791]	\$	36,818.69
C - Profit [(A+B) x 0.1]	\$	6,013.50
D - FCCM [A x 0.0067]	\$	156.21
E - Labor Total	\$	66,304.65
F - Total Non-Salary Direct Expenses	\$	-
G - Subconsultant Fees	\$	1,264,500.00
<b>Fee Total</b>	<b>\$</b>	<b>1,330,804.65</b>

fee total less profit: \$1,324,791.15

## ATTACHMENT "B"

Service Order #4 Modification #2 was developed to allow Richland County to complete all right-of-way coordination and acquisition for the Broad River Road Widening Project. The following is a summary of the project's direct expenses to be completed under this modification.

• Title Work	150 Tracts	\$450.00	\$67,500.00
• Cost Estimate	150 Tracts	\$150.00	\$22,500.00
• Nominal Appraisals	110 Tracts	\$1,500.00	\$165,000.00
• Standard Appraisals	40 Displacees	\$2,500.00	\$100,000.00
• Relocation Personal Property	N/A	N/A	N/A
• Negotiations	150 Tracts	\$5,200.00	\$780,000.00
• Appraisal Review	150 Tracts	\$450.00	\$67,500.00
• Revised Appraisals	25 Tracts	\$400.00	\$10,000.00
• Relocation Assistance	10 Displacees	\$5,200.00	\$52,000.00
• CECS Project Management			\$66,304.65
• TOTAL			\$1,330,804.65



## Richland County Council Request for Action

**Subject:**

Southeast Richland Neighborhood Improvements (SERN) Sidewalk Phase 2

**Notes:**

June 28, 2022 – The Transportation Ad Hoc Committee recommended Council approve proceeding with a project to extend a five foot wide concrete sidewalk along Rabbit Run Road from Garners Park Road (formerly Rabbit Run Connector) to Trotter Road.





**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, P.E.	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	Click or tap here to enter text.
<b>Date Prepared:</b>	June 3, 2022	<b>Meeting Date:</b>	June 28, 2022
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2022
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 10, 2022
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 9, 2022
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Southeast Richland Neighborhood Improvements (SERN) Sidewalk Phase 2		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Transportation Department recommends approval to proceed with a project to extend a five foot wide concrete sidewalk along Rabbit Run Road from Garners Park Road (formerly Rabbit Run Connector) to Trotter Road (S-222).

This phase extends prior work in the Southeast Richland Neighborhood Improvements (SERN) project.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

*Cost*

An on-call engineering team has submitted a construction cost estimate for the sidewalk project in the amount of:

\$712,000 for construction, and \$160,000 for engineering services.

The project estimate in total is \$872,000.

*Funding*

The Southeast Richland Neighborhood (SERN) Phase 1 project is currently in the final closeout phase and will have remaining funds of approximately \$1,382,000.00. (JL: 13320105)

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

None.

**REGULATORY COMPLIANCE:**

None applicable.



**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

**STRATEGIC & GENERATIVE DISCUSSION:**

The Southeast Richland Neighborhood (SERN) extended work includes the following proposal:

Installation of new five (5) foot concrete sidewalk along Rabbit Run Road that ties to the existing concrete sidewalk at Garners Park Road to Trotter Road (S-222). To ensure pedestrian safety along Rabbit Run Road, a concrete sidewalk will allow pedestrians and school children to walk safely to the existing concrete shared use path to get to nearby Lower Richland High School from the nearby neighborhoods in that area.

This proposal is supported by the overall Southeast Master Plan that includes Neighborhood Improvement Transportation Projects that included sidewalks.

This project is requested by residents and has been a staff observed problem area where residents are attempting to walk in the overgrowth or roadway.

Richland County Council has not taken any previous action related to this request.

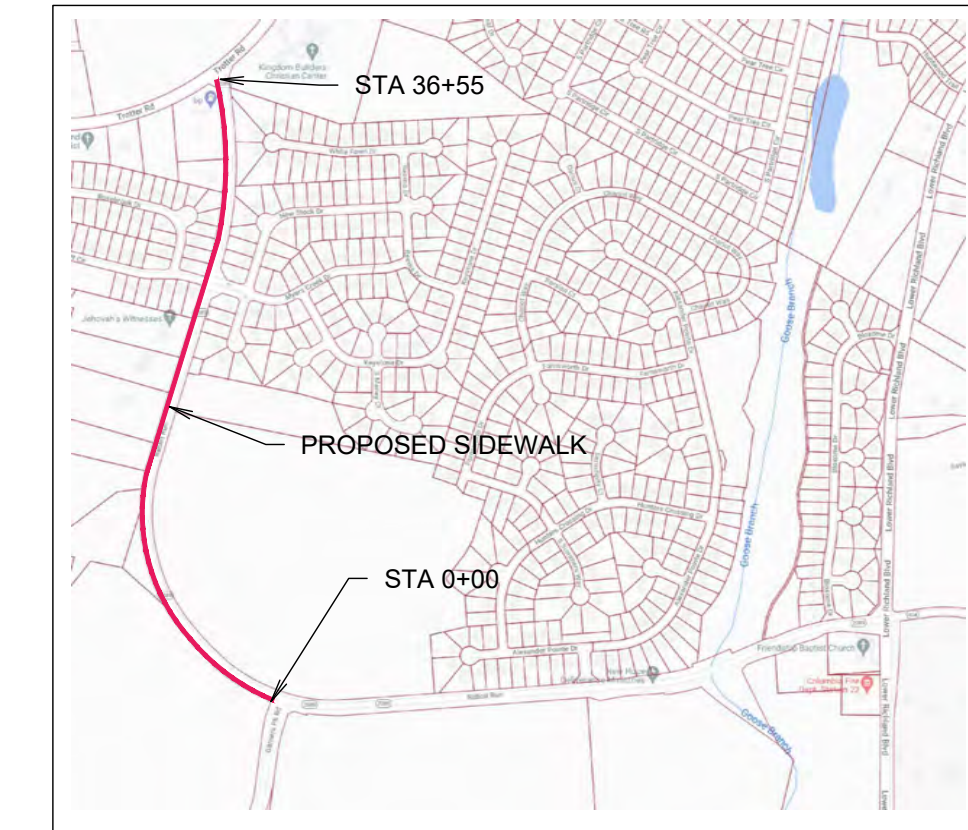
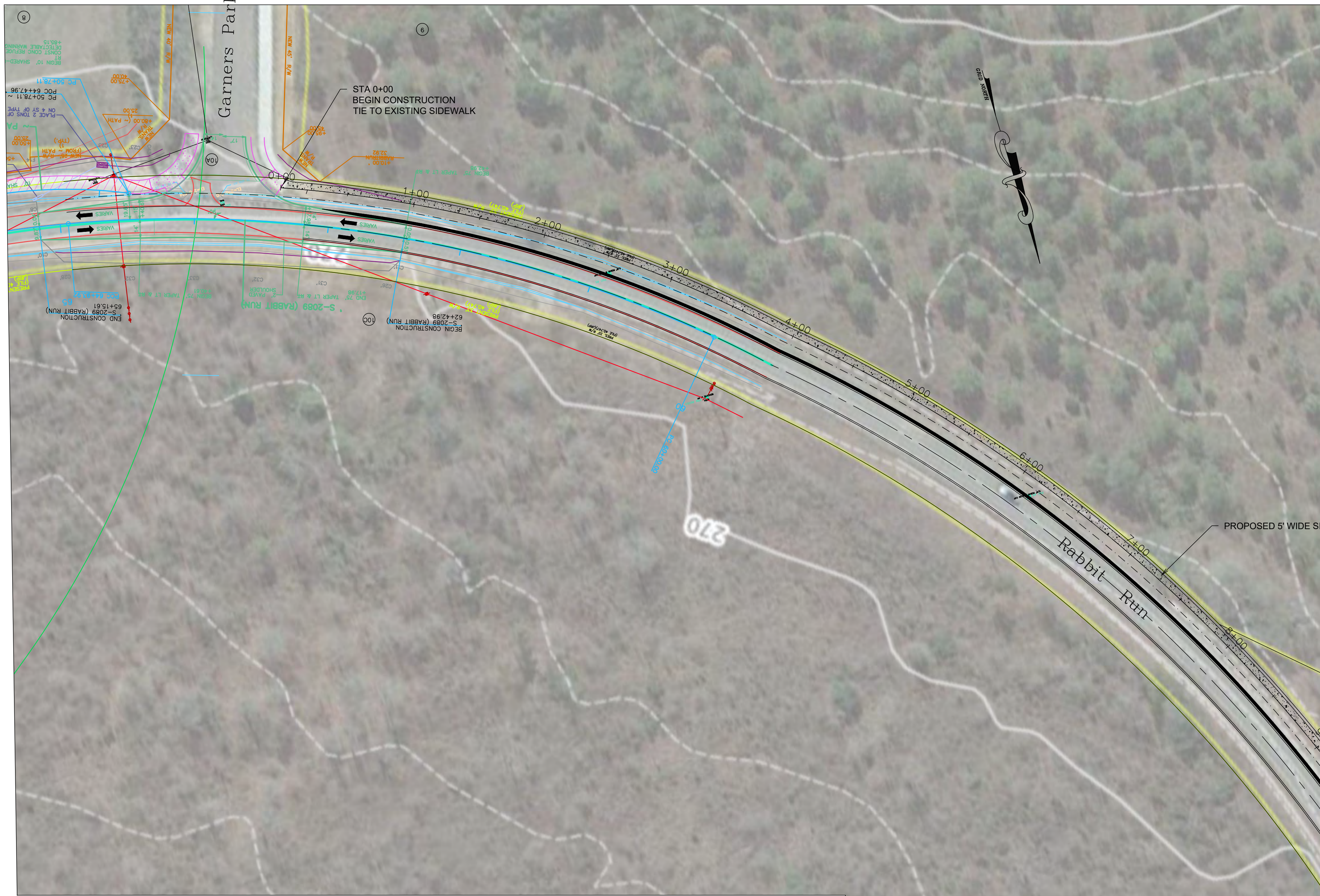
**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Click or tap here to enter text.

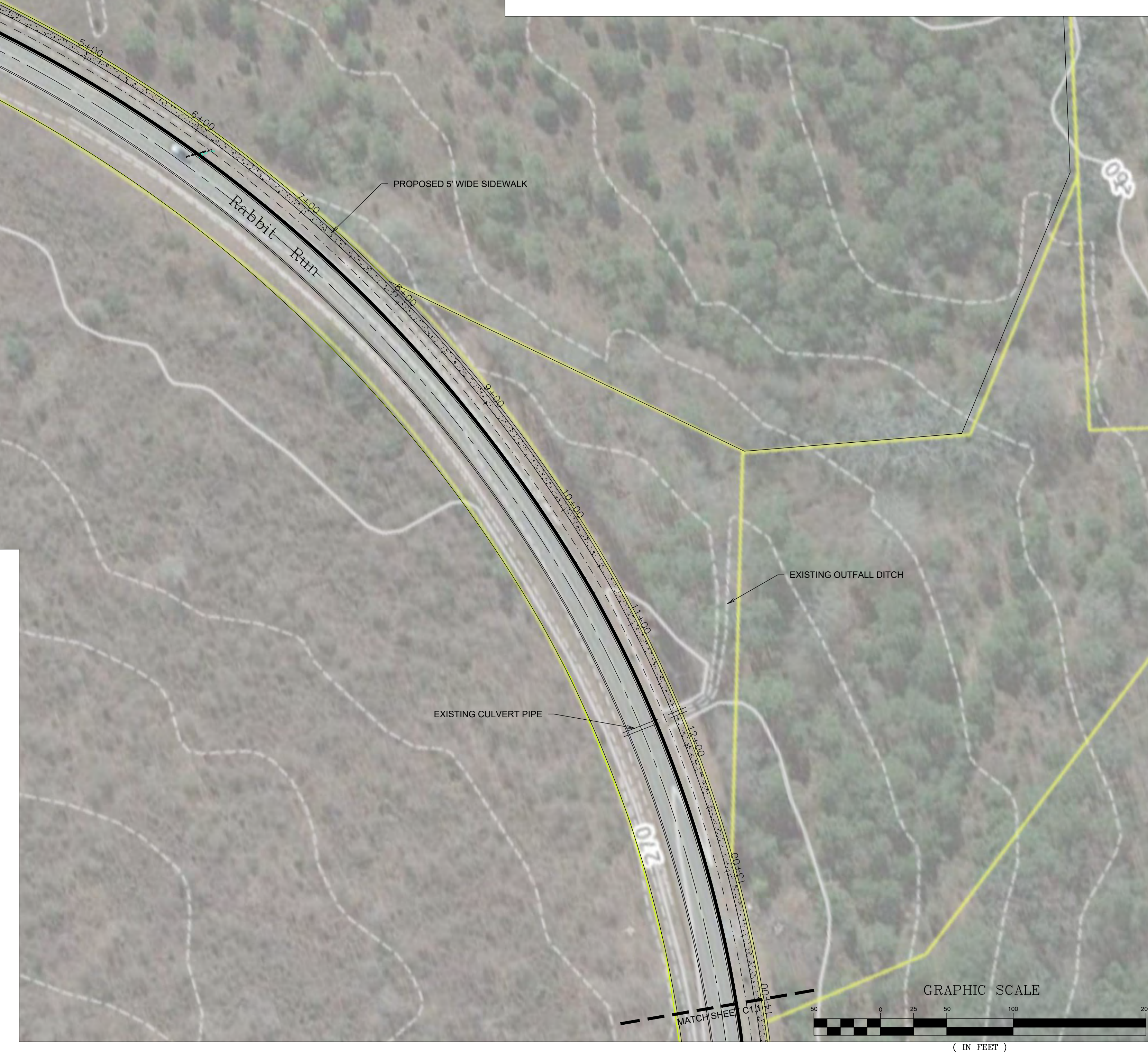
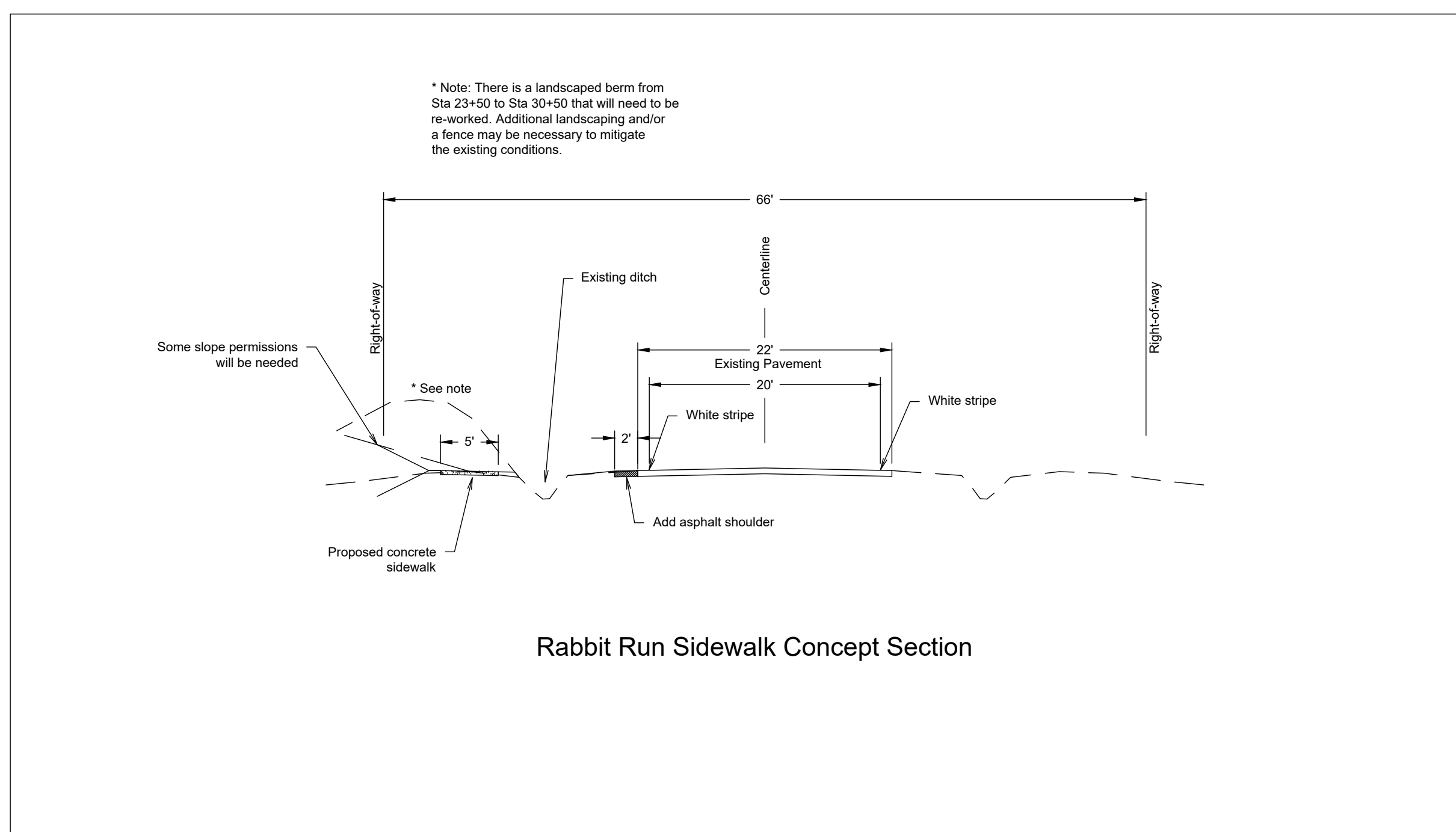
**ATTACHMENTS:**

1. SERN Phase 2 Concept Plans
2. SERN Phase 2 Preliminary Cost Estimate
3. SERN Master Plan Concept Map

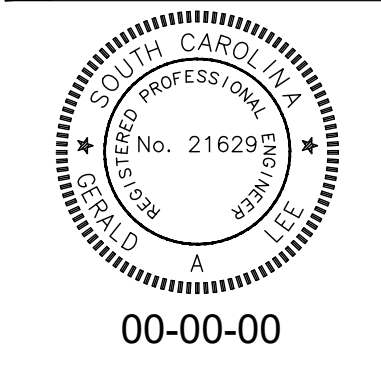




Location Map  
Richland County, South Carolina  
Scale: 1" = 1000'



**Chao & Associates, Inc.**  
Civil - Structural - Survey  
7 Clusters Court  
Columbia, SC 29210  
Voice: (803) 772-8420  
Fax: (803) 772-9120  
Email: consult@chaoinc.com

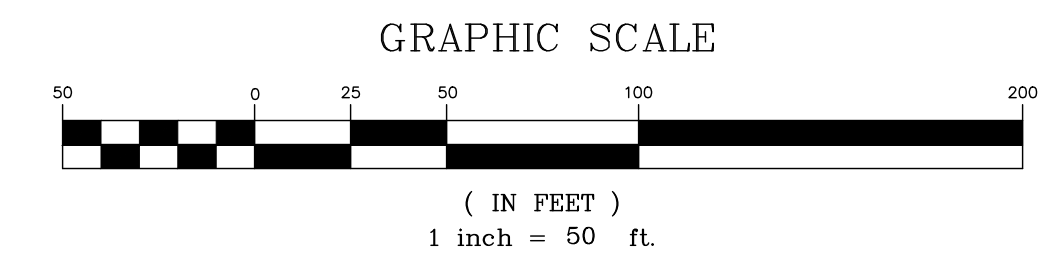


**Rabbit Run Sidewalk Concept**  
CERN Phase 2  
Prepared for:  
Richland County Transportation  
Richland County, South Carolina

Drawn:  DRAWN Checked:  CHECKED  
Revised:  
File: LRHS Stadium.dwg Project No.: \_PROJECT

**C1.0**  
Sheet Number  
April 19, 2022  
Date





**Chao & Associates, Inc.**  
 Civil - Structural - Survey  
 7 Clusters Court  
 Columbia, SC 29210  
 Voice: (803) 772-8420  
 Fax: (803) 772-9120  
 Email: consult@chaoinc.com

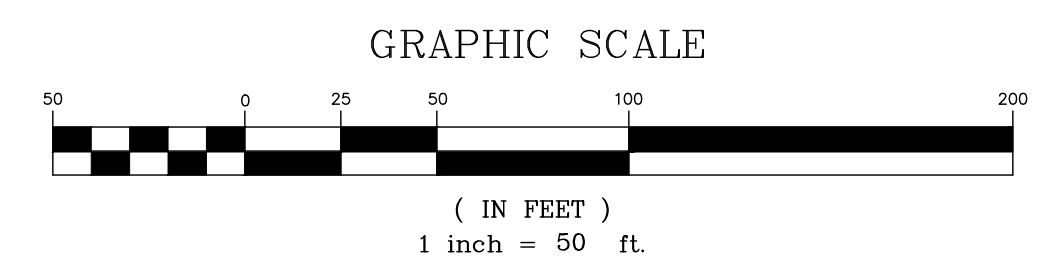
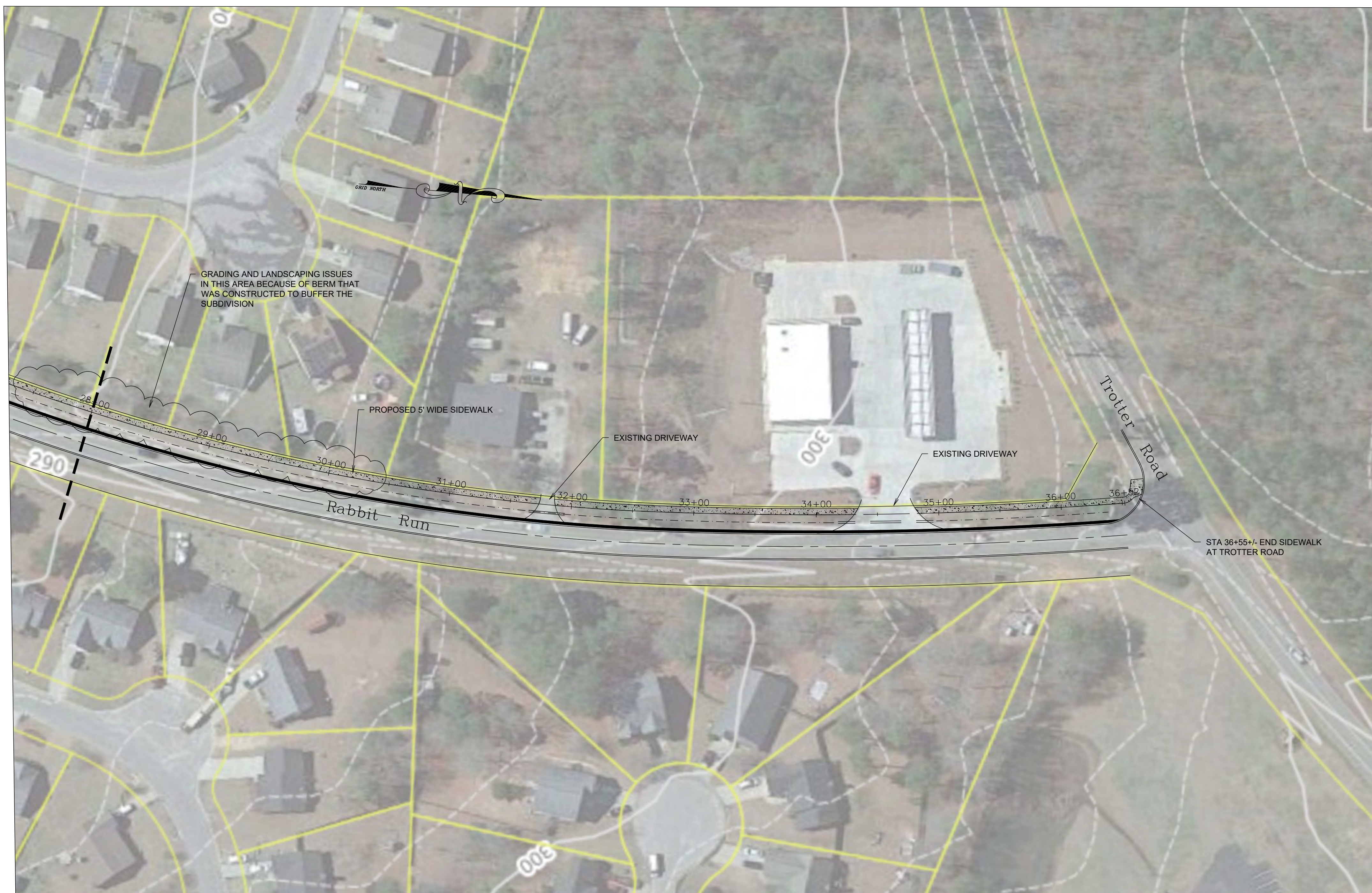


**Rabbit Run Sidewalk Concept**  
**CERN Phase 2**  
 Prepared for:  
 Richland County Transportation  
 Richland County, South Carolina

Drawn:  DRAWN Checked:  CHECKED  
 Revised:  
 File: LRHS Stadium.dwg Project No.: \_PROJECT

**C1.1**  
 Sheet Number  
 April 19, 2022  
 Date

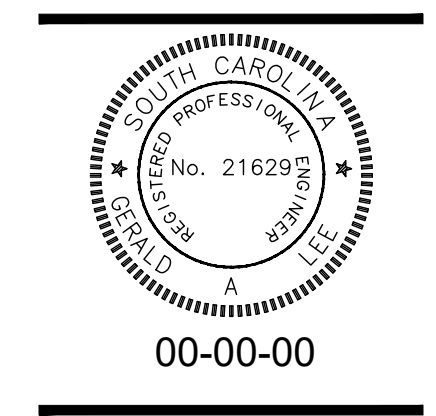




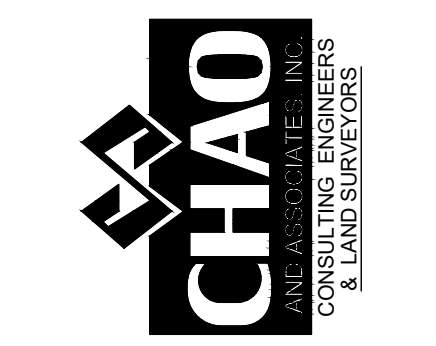
**Rabbit Run Sidewalk Concept**  
**CERN Phase 2**  
 Prepared for:  
 Richland County Transportation  
 Richland County, South Carolina

Drawn:          DRAWN    Checked:          CHECKED  
 Revised:           
 File: LRHS Stadium.dwg    Project No.:          PROJECT

**C1.2**  
 Sheet Number  
 April 19, 2022  
 Date



**Chao & Associates, Inc.**  
 Civil - Structural - Survey  
 7 Clusters Court  
 Columbia, SC 29210  
 Voice: (803) 772-8420  
 Fax: (803) 772-9120  
 Email: [consult@chaoinc.com](mailto:consult@chaoinc.com)





**PRELIMINARY COST ESTIMATE**  
**RABBIT RUN (SERV PHASE 2) SIDEWALK**  
**RICHLAND COUNTY, SC**

5/19/2022

TOTAL LENGTH OF ROADWAY

0.7 MILES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
	MOBILIZATION	1	LS	\$60,000.00	\$60,000.00
	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
	UNCLASSIFIED EXCAVATION	300	CY	\$50.00	\$15,000.00
	5' CONCRETE SIDEWALK	5350	LF	\$25.00	\$133,750.00
	2' CURB AND GUTTER	200	LF	\$45.00	\$9,000.00
	SURFACE COURSE	4	TON	\$150.00	\$600.00
	BASE COURSE	8	TON	\$150.00	\$1,200.00
	LIQUID ASPHALT BINDER	1	TON	\$900.00	\$900.00
	FINE GRADING	1956	SY	\$14.00	\$27,384.00
	CATCH BASIN	10	EA	\$4,500.00	\$45,000.00
	RC PIPE	1000	LF	\$65.00	\$65,000.00
	JUNCTION BOX	1	EA	\$3,000.00	\$3,000.00
	EROSION CONTROL	0.7	MILE	\$40,000.00	\$28,000.00
	MISCELLANEOUS DEMOLITION & RELOCATIONS	1	LS	\$10,000.00	\$10,000.00
	PEDESTRIAN RAMP CONSTRUCTION	103.5	SY	\$140.00	\$14,490.00
	THERMOPLASTIC CROSSWALK MARKING	840	LF	\$7.50	\$6,300.00
	DETECTABLE WARNING SURFACE	200	SF	\$40.00	\$8,000.00
	SCREEN FENCE	700	LF	\$50.00	\$35,000.00
	LANDSCAPING	1	LS	\$50,000.00	\$50,000.00
	PERMANENT VEGETATION	36	MSY	\$400.00	\$14,400.00
	<b>TOTAL ROADWAY COST</b>				<b>\$547,024.00</b>
	CONTIGENCIES (20% OF ROADWAY COST)	1	LS	\$109,404.80	\$109,404.80
	UTILITIES (10% OF ROADWAY COST)	1	LS	\$54,702.40	\$54,702.40
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$711,131.20</b>

Page 1 of 1

Figure 9: Conceptual Layout of Southeast Richland Area Showing Potential for Mixed Uses and Densities



# Richland County Council Request for Action

**Subject:**

Award of American Rescue Plan Funds

**Notes:**

June 23, 2022 – The Coronavirus Ad Hoc Committee recommended Council approve the award of American Rescue Plan funds as follows:

1. Recreation Commission - \$75,000
2. Richland Library - \$400,000
3. Midlands Technical College - \$375,000
4. Columbia Area Mental Health - \$135,000
5. Transitions Homeless Center - \$200,000

## Richland County Council Request for Action

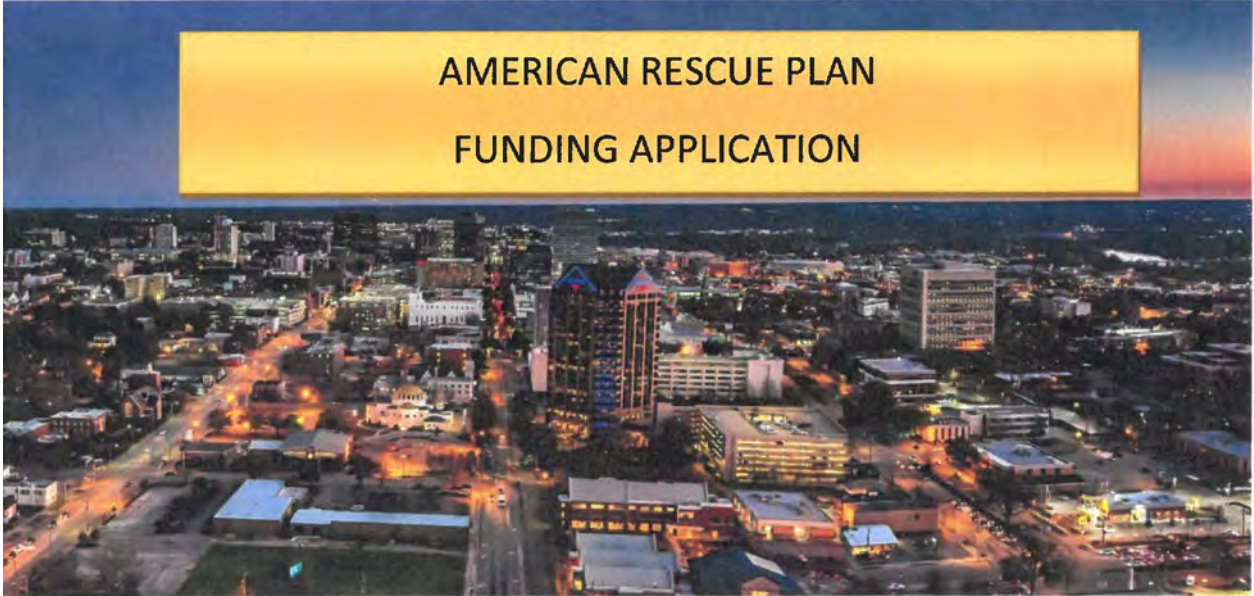
**Subject:**

Proposed grant application and application process

**Notes:**

July 5, 2022 – The Coronavirus Ad Hoc Committee recommended Council approve the grant application and application process.





**Richland County Intervention  
And  
Prevention Community  
Grant Application**

**Richland County Grant Department  
2020 Hampton Street, Suite 4036  
P.O. Box 192  
Columbia, South Carolina 29204**

**Application Open- XXXXXXXXX  
Application Closes- XXXXXXXXX**

# I. Organizational Information and Background Section

Organization Name \_\_\_\_\_

(As registered with IRS-W9)

Organization Tax ID \_\_\_\_\_ Year Formed \_\_\_\_\_

Organization Mailing Address

\_\_\_\_\_

\_\_\_\_\_

City	State	Zip
------	-------	-----

Organization Tax Filing Status \_\_\_\_\_ (501(c) (3), etc.)

Organization Service Type \_\_\_\_\_ +

Organization Website \_\_\_\_\_

Organization Primary Phone Number \_\_\_\_\_

Organization Email required \_\_\_\_\_

Authorized Contacts Information:

\_\_\_\_\_

Last Name

\_\_\_\_\_

First Name

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

Phone Number (required)

\_\_\_\_\_

Email Address (required)

Organization Employer Identification Number (EIN)

\_\_\_\_\_

Data Universal Number System Number (DUNS)

\_\_\_\_\_

**Has your Organization received prior funding to address this community concerns in the past, If yes, by whom?**

---

---

***IL Project /Program Narrative Section***

Project Title (required): \_\_\_\_\_

Project Funding Category (required) \_\_\_\_\_ (this will be a drop down)

Anticipated Start Date (required) \_\_\_\_\_

Anticipated End Date (required): \_ \_ \_ \_

**A. Describe the issue/ need that your project will address (required)?**

---

---

List the special goal from the American Rescue Plan that your project will help address (required)

**B. Is the project an expansion of current services your organization offers, a new program or reinstatement of a previously funded program?**

---

---

**C. Specifically, what will funds be used for? Examples of eligible project can be found in corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>**

---

---

**D.** Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

---

---

**E.** Please describe the target population of your program

---

---

**F.** What is the location (address and neighborhood) of your proposed project?  
Be specific as possible.

---

---

**G.** Which of the following Statement apply to your proposed program or service. Please select all that apply

Link for QCT [https://www.huduser.gov/portal/sadda/sadda\\_qct.html?locate=45079010900](https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=45079010900)

Link to Council Districts <https://www.richlandmaps.com/apps/geoinfo/?lat=34.02471&lon=-80.99524&zoom=13>

A program or service provided at a physical location in a Qualified Census Tract (for multi-site projects, if majority of site are within **Qualified Census Tracts**); (Support documentation required)

A program or service where the Primary intended participants live within a Qualified Census Tracts  
(Support documentation required)

A program or service which the eligibility criteria are such that the primary intended participants earn less than 60% of the **median income** {support documentation required}

A program or service for which the eligibility criteria are such that over 25 percent of intended participants are below the **federal poverty level.** (Support documentation required)

**H.** How do you intended to recruit participants to your project and/or refer individuals for service, supports or resources in the community. *Only answer if applicable*

These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

---

What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon response, additional requirements may be necessary for grant compliance.)

---

### III. Budget Section

All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request.

A. What is the total budget request amount? \_\_\_\_\_

B. What is the annual organization budget? A copy of your most recent annual budget should be included. \_\_\_\_\_

**C. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.**

**D. Please describe how this project will be financially sustained after ARPA funds are expended?**

**E. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details.** Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations. For details, please see US Treasury final guidance <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>



F. Will funds supplant or supplement project funding? Please funding mechanism explain in detail.

G. How will success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

H. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

#### IV. **Administrative Systems**

Please answer yes or no to the following questions:

	Yes	No
OUR ORGANIZATION HAS HAD AN INSTANCE OF MISUSE OR FRAUD IN THE PAST 36 MONTHS.	<input type="checkbox"/>	<input type="checkbox"/>
OUR ORGANIZATION HAS CURRENT OR PENDING LAWSUIT AGAINST THE ORGANIZATION.	<input type="checkbox"/>	<input type="checkbox"/>
WE HAVE SEPARATE ACCOUNTS FOR DIFFERENT PROGRAMS/REVENUE SOURCES TO PREVENT CO-MINGLING OF FUNDS.	<input type="checkbox"/>	<input type="checkbox"/>
OUR ORGANIZATION USES A DAILY TIME TRACKING LOG FOR EACH POSITION BEING PAID	<input type="checkbox"/>	<input type="checkbox"/>

USING MULTIPLE SOURCES OF FUNDING.

**OUR ORGANIZATION HAS A PAID BOOKKEEPER.**

**OUR ORGANIZATION HAS AN APPROVAL PROCESS THAT REQUIRES MULTIPLE APPROVALS BEFORE FUNDS CAN BE EXPENDED.**

**OUR ORGANIZATION HAS WRITTEN POLICIES AND PROCEDURES FOR ACCOUNTING, PURCHASING AND PAYROLL.**

**OUR ORGANIZATION'S ACCOUNTING SYSTEM CAN IDENTIFY, AND TRACK GRANT PROGRAM-RELATED INCOME AND EXPENSES SEPARATE FROM ALL OTHER INCOME AND EXPENSES.**

**WE CAN EASILY RETRIEVE ORIGINAL RECEIPTS FOR EXPENSES THAT ARE REIMBURSED BY THE GRANT.**

**OUR BOARD OF DIRECTORS MEETS AT LEAST EVERY OTHER MONTH.**

**OUR ORGANIZATION HAS A CONFLICT OF INTEREST POLICY.**

**OUR ORGANIZATION HAS A STATED PROCUREMENT POLICY**

**V. Documentation & Attachment Section**

The Richland County requires the following documents submitted with the ARPA application:

**PROVIDE THE FINANCIAL DOCUMENT(S) APPLICABLE TO YOUR ORGANIZATION:**

**A. All agencies must submit**

- ▶ **Statement of Financial Position (Balance Sheet)**
- ▶ **Statement of Activity (Income and Expense Statement)**

**B. Additionally, Agency with total annual with a total revenue of \$50,000**

- ▶ **IRS Form 990**

**C. Agency with total annual revenue of over \$750,000 but federal expenditures less than \$750,000**

- ▶ **Certified Financial Audit**
- ▶ **Certified Financial Audit Management Letter**
- ▶ **Corrective Action Plan (if applicable)**

**D. Agency with \$750,000 or more in federal funds during fiscal**

- ▶ **Single Audit**
- ▶ **Single Audit Management Letter**
- ▶ **Corrective Action Plan (if applicable)**

**DETAILED BUDGET FOR THE PROJECT, INCLUDE ALL PROPOSED EXPENSES RELATED TO YOUR PROJECT.**

**ANY ADDITIONAL RELEVANT DOCUMENTS REGARDING THE PROJECT.**

**VI. Affirmation and Submittal Section**

In this section, applicants will be asked to check off boxes to verify that they read and understand the following statements

**THE APPLICANT UNDERSTANDS:**

1. This application and other materials submitted to Richland County may constitute public records subject to disclosure under South Carolina's Public Records Law.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be required to repay the grant award or be subject to civil and/or criminal prosecution.

3. Receipt of federal funds through this grant process requires recipient to agree to all rules, regulations, and reporting associated with this federal program including compliance with all Uniform Guidance regulations associated with allowable and non-allowable uses of funds.
4. Recipient agrees to meet all reporting requirements associated with such award within determined time requirements. Failure to do so may require repayment of all awards.

**THE APPLICANT CERTIFIES TO THE BEST OF IT KNOWLEDGE:**

1. The information submitted to Richland County in this application, including required supporting documentation, is true and correct.
2. The applicant is in compliance with all applicable federal, state, and local laws, regulations, ordinances, and orders and must report any and all noncompliance with said laws that could have an adverse material impact on the business. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, or regulatory action by a governmental entity.
3. The applicant has not received other federal, state, or local assistance for the same expenses as submitted in this application.
4. The applicant is current on all federal, state, and local taxes.

Files can be upload or attached to application (No news articles, video, etc.)

Projects will be reviewed to determine their relevance to COVID-19 Recovery efforts based on the Final Rule released by the Treasury Department.

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

**SIGNATURE:**

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

**PRINTED NAME:**

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

**DATE SUBMITTED:**

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

**RICHLAND COUNTY  
ATTACHMENT A  
ARAPBUDGET**

**Organization Budget** - Please attach a budget narrative/justification explaining your numbers.

<u>Source</u>	<u>INCOME</u>	<u>Amount</u>
Governments grants _____ _____		\$ _____
Foundations _ _ _ _ _ _____		\$ _ _ _ _ _
Corporations _ _ _ _ _ _____		\$ _ _ _ _ _
United Way or otherfederated campaigns _____ _____		\$ _____
Individual Contributions _____		\$ _____
Fundraising events and products _____		\$ _____
Membership Income _____		\$ _____
In-kind support _____		\$ _____
Investment Income _____		\$ _____
	<b>Revenue</b>	
Government Contracts _____		\$ _____
<u>Earned Income</u> _____		\$ _____
Other (specify) _____		\$ _____
_____		\$ _____
<b>Total Income</b>		<b>\$ _____</b>

**RICHLAND COUNTY  
ATTACHMENT B  
ARAPBUDGET**

**ORGANIZATION EXPENSES**

<b>Item</b>	<b><u>Amount</u></b>
Salaries and Wages _____	\$ _____
_____ Insurance, benefits and other related taxes	\$ _____
_____ Consultants & Professional Fees _____	\$ _____
_____ Travel _____	\$ _____
_____ Equipment _____	\$ _____
_____ Supplies _____	\$ _____
_____ Printing & Copying _____	\$ _____
_____ Telephone & Fax _____	\$ _____
_____ Postage & Delivery _____	\$ _____
_____ Rent & Utilities _____	\$ _____
_____ In-Kind Expenses _____	\$ _____
_____ Depreciation _____	\$ _____
_____ Other (Specific) _____	\$ _____
_____ <b><u>Total Income</u></b>	<b>\$ _____</b>
<b>Difference (Income less Expense)</b>	<b>\$ _____</b>



**RICHLAND COUNTY  
ATTACHMENT C  
ARAPBUDGET**

**Project Budget** - Please attach a budget narrative/justification explaining your numbers.

**INCOME**

<u>Source</u>	<u>Amount</u>
Governments grants _____	\$ _____
_____	
Foundations _____	\$ _____
_____	
Corporations _____	\$ _____
_____	
United Way or other federated campaigns	\$ _____
_____	
Individual Contributions _____	\$ _____
_____	
Fundraising events and products _____	\$ _____
_____	
Membership Income _____	\$ _____
_____	
In-kind support _____	\$ _____
_____	
Investment Income _____	\$ _____
_____	
	<b><u>Revenue</u></b>
Government Contracts _____	\$ _____
_____	
Earned Income _____	\$ _____
_____	
Other (specify) _____	\$ _____
_____	\$ _____
_____	
<b><u>Total Income</u></b>	<b>\$ _____</b>

**RICHLAND COUNTY  
ATTACHMENT D  
ARPA BUDGET**

**PROJECT EXPENSES**

<b>Item</b>	<b><u>Amount</u></b>	<b>%FT/PT</b>
Salaries and Wages (breakdown by individual position and indicate full or part-time)		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Subtotal		
Insurance, benefits and other related taxes	\$ _____	
_____		
Consultants & Professional Fees _____	\$ _____	
_____		
Travel _____	\$ _____	
Equipment _____	\$ _____	
Supplies _____		
Printing & Copying _____	\$ _____	
Telephone & Fax _____	\$ _____	
Postage & Delivery _____	\$ _____	
Rent & Utilities _____	\$ _____	
In-Kind Expenses _____	\$ _____	
Depreciation _____	\$ _____	
Other (Specific) _____	\$ _____	
_____		
<b><u>Total Income</u></b>	<b><u>\$ _____</u></b>	
<b>Difference (Income less Expense)</b>	<b><u>\$ _____</u></b>	

## Richland County Intervention and Prevention Community Grant Definitions

**Beneficiary** – Recipient of funds intended to directly benefit the recipient. While recipients will be responsible for receipt on a reimbursement basis, standard 31 CFR 35 for ARPA) as well as Uniform Guidance for all federal grant programs in 2 CFR, Part 200 is not required.

**DUNS Number** - a unique nine-digit identifier for businesses. This number is assigned once our patented identity resolution process, part of our [DUNSRight methodology](#), identifies a company as being unique from any other in the Dun & Bradstreet Data Cloud. D-U-N-S Numbers are often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of the company in question. D-U-N-S, which stands for data universal numbering system, is used to maintain up-to-date and timely information on more than hundreds of millions global businesses. The D-U-N-S Number also enables identification of relationships between corporate entities (hierarchies and linkages), another key element of Live Business Identity and commercial risk assessment practices.

**Evidence based models** - Evidence-based practice ([EBP](#)) is a process in which the practitioners combines well-researched interventions with clinical experience, ethics, client preferences, and culture to guide and inform the delivery of treatments and services.

**Federal Poverty Level** - annual calculations that considers the consumer price index increase or decrease on the cost of living and the accompanying income thresholds that is used based on family size and composition to determine who is in poverty. The income used to compute poverty status is not just earnings, but all sources of income that generates cash flow.

**Funding Categories** – Relative to this document refers to the individual allocations of funds as approved by County Council and in alignment with approved categories under US Treasury guidance.

Funding for Small Businesses (\$1,000,000)  
Funding for Non-Profits (\$1,000,000)  
Funding for Workforce Training (\$1,000,000)  
Funding for Education Assistance (\$1,000,000)  
Funding for Home Repairs for Seniors (\$1,000,000)  
Funding to Address Food Insecurity (\$2,000,000)  
Funding for Broadband Services in Underserved Areas (\$2,000,000)  
Funding for Affordable Housing (\$4,000,000)  
Funding for Services for Unhoused Persons (\$2,000,000)  
Funding for Youth and Recreational Services (1,000,000)

**Median Income** - the [income](#) amount that divides a population into two equal groups, half having an income above that amount, and half having an income below that amount. It may differ from the [mean](#) (or [average](#)) income. The income that occurs most frequently is the [income mode](#). Each of these is a way of understanding [income distribution](#).

**Practice-based models-** Practice-based evidence can be defined as the systematic collection of

patient-reported measures associated with a particular goal or desired outcome

**Qualified Census Tract** - Qualified Census Tracts (QCT) areas that are qualified for Low Income Housing Tax Credits for tax credits under section 42 of the Internal Revenue Service Codes. QCT tracts are updated annually based upon current data. To be a QCT the following conditions must exist.

1. A census tract must have 50% of its households with incomes below 60% of the AMGI to be eligible. HUD has defined 60% of AMGI income as 120% of HUD's Very Low Income Limits, that are based on 50% of area median family income, adjusted for high cost and low income areas. The 1994 income estimates were then deflated to 1989 dollars, so they would match the 1990 Census income data.
2. For each census tract, the percentage of households below the 60% income standard was determined by (a) calculating the average household size of the census tract, (b) applying the income standard after adjusting it to match the average household size, and (c) calculating the number of households with incomes below the income standard.
3. Qualified Census Tracts are those in which 50% or more of the households are income eligible and the population of all census tracts that satisfy this criterion does not exceed 20% of the total population of the respective area.
4. In areas where more than 20% of the population qualifies, census tracts are ordered from the highest percentage of eligible households to the lowest. Starting with the highest percentage, census tracts are included until the 20% limit is exceeded. If a census tract is excluded because it raises the percentage above 20%, then subsequent census tracts are considered to determine if a census tract with a smaller population could be included without exceeding the 20% limit.

These maps may be found at the following link

[https://www.huduser.gov/portal/sadda/sadda\\_qct.html?locate=45079010900](https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=45079010900)

**Sub-recipient** – grant recipient for which funding will require compliance with the terms and conditions of compliance for a prime recipient. These responsibilities will flow down to a sub recipient. Each sub recipient must comply with specific federal requirements (e.g., 31 CFR 35 for ARPA) as well as Uniform Guidance for all federal grant programs in 2 CFR, Part 200.

**Note: Sub recipient vs. Beneficiary.** For those recipients considering a transfer for ARPA Funds to a third party, the Final Rule clarifies the important distinction between “sub recipients” and “beneficiaries,” generally providing that where ARPA Funds are intended to “directly benefit” the third party that such third party is a “beneficiary.” This distinction is critical for recipients to consider when transferring ARPA Funds to third parties as the Final Rule provides that beneficiaries are “not subject to monitoring and reporting requirements,” whereas sub-recipients (and in turn recipients) will be responsible for these monitoring and reporting requirements.

**Supplanting:** an organization reduces existing funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**Supplement:** When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**US Treasury SLFRF Final Rule** – Issued January 6, 2022 this rule provides guidance for the appropriate use of American Rescue Plan Act funds for state and local recovery. Prudent action is for local governments to use this information to ensure expenditure of funds are in accordance with federal requirements. This document may be found by clicking on this link

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

Associated Frequently asked questions may be found by clicking on this link

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

# Richland County Council Request for Action

**Subject:**

G.A.N.G.S. in Peace Initiative

**Notes:**

June 29, 2022 – The Coronavirus Ad Hoc Committee recommended Council approve the G.A.N.G.S. in Peace Initiative



# **G.A.N.G.S. IN PEACE PROPOSAL**

*Eric W. Davis*

Bishop Eric. W. Davis  
Word of God Church and Ministries  
International  
119 Diamond Lane  
Columbia, SC 29210





## Former gang members' work to stop violence is already working, group, Richland leaders say

They're calling themselves "street ambassadors," and the group of former gang members say their efforts to curb violence in Richland County and other areas is already working after only six weeks.

On May 4, 2022, G.A.N.G.S. In Peace (Getting A New Generation Started) formed a truce between the Bloods, Crypts and Folk Nation gang members that has now resulted in over 2 months of non-violence among gangs in Columbia, SC. Though there have been shootings – they were not gang-related.

The following initiatives are proposed to continue to control peace:

## PROJECT DESCRIPTION

In Richland County, a group of former gang members have become street ambassadors. Their hope is to end gun violence by using their voices to rebuild the community they once roamed, urging the young people in these blighted communities to put down the guns and let their lives demonstrate a positive path for others to emulate. G.A.N.G.S. In Peace, an acronym for **Getting A New Generation Started (*in peace*), is a coalition made up of former Crips, Bloods, Piru, Gangster Disciples (GD's), and Folk Nation members who are eager to "change the streets" in their respective neighborhoods.**

After a string of gun violence in Richland County that included nearly 20 deadly incidents - - most involving young people, these former gang members met with law enforcement officials and the executive team of WOG Community Development Corporation, led by Bishop Eric Davis, to brainstorm ways to address the rise in gun violence in the County. With sweltering temperatures signaling the start of summer and the threat of more violence looming, these street ambassadors sought the support of the nonprofit, WOG Community Development Corporation, to structure summer and academic year activities "... to prevent that young generation from going down that same path or not being able to move around...obstacles that's set for them out there."

From those initial meetings, and after consultation with community leaders, educators, and mental health practitioners, a comprehensive violence mitigation program was designed, encompassing both a summer and academic year component.

The **summer program** utilizes recreation to teach many of the core principals outlined in the CDC developed resource – A comprehensive Technical Package for the Prevention of Youth Violence and Associated Risk Behaviors. Specifically, the strategy to create protective community environments is the foundation of the G.A.N.G.S. In Peace initiative. The approach outlined by the Center for Disease Control (CDC) includes modifying the physical and social environment, reducing exposure to community-level risks, as well as street outreach and community norm change. Under the direction of the WOG Community Development Corporation, use of the ReCreation Athletics facilities addresses each of the strategies outlined above.

- *Modifying the physical and social environment* is accomplished by inculcating the use of first-class athletic facilities for programming such as midnight basketball, boxing, football camps, etc. Using a fleet of buses, WOG Community Development Corporation will transport youth from their local communities and expose them to a social environment to which they are unaccustomed and unfamiliar.

**The objective is to transform their perception of the possibilities defining their life trajectories. "SEE SOMETHING DIFFERENT SO YOU CAN BE SOMETHING DIFFERENT."**

- *Reducing exposure to community-level risks* is accomplished by physically relocating these young people daily; transforming the way they imagine themselves, their environments, and their futures; and by exposing them to mentors whose personal

and professional experiences reflect a different reality than what they experience daily.

**The objective is to relocate participants daily, subsequently reducing their exposure to the inherent risks associated with living in poverty.**

- *Street outreach and community norm change* is accomplished through interaction with members of G.A.N.G.S. In Peace. These street ambassadors intimately know the environments in which these youth reside. Often, they're related to program participants, or know relatives, gaining instant credibility and trust.

**The objective is to introduce a “counter narrative” that combats the barrage of negative messages and images reinforced in their psyches daily.**

**SERVICES.** The project will provide a variety of services and coordinate with school and community personnel to provide additional support. Each service is part of a thoughtful, coordinated, well planned series of activities to address the needs of participants.



1. **Summer Camps** - At the end of July 2022, the G.A.N.G.S. In Peace initiative will host camps for elementary and middle school students at the ReCreation Arena in the Broad River Road Community. These camps give young, urban children *multiple opportunities to*

*develop constructive behaviors through near-peer engagement.* A bus fleet will provide transportation to the camp, eliminating barriers caused by the lack of familial transportation or a restrictive public transportation schedule.

Also, the fleet of leisure buses will transport over 100 high school seniors to Camp David in Bishopville. Specifically, this camp teaches about conflict resolution and making healthy choices. Approximately 500 students will participate from each of the following communities: Broad River, The Colony, and Bethel Bishop.

2. **Midnight Basketball** - Beginning July 15, 2022, through September 2022, Midnight Basketball will be held at the ReCreation Athletic Sports Arena (140 Diamond Lane in the Broad River Road Community) and Sports Plex facilities (578 Anders Drive in the Farrow Road).



Organized tournaments will take place from 10:00 PM until 2:00 AM on Friday and Saturday nights. These basketball pickup games will deter late-night violence by giving gang members recreational opportunities that lead participants away from the temptations of crime and violence. Since most drug-related crimes occur between 10:00 pm and 2:00 AM, these midnight basketball sessions provide “high risk” young adults (including those who dropped out of school or were not especially talented) a constructive alternative to a night on the streets, while bolstering constructive fellowship.



**3. Boxing Retreat** - CHAMPS CAMP, boxing program, will accept up to twenty (20) program participants and will train these urban youth about discipline concerning anger management, conflict resolution, and healthy outcomes based on their decisions. The goal of this program is to have young men come together to bond with one another through adversity, complexity, and spirituality. Through workshops, physical activity

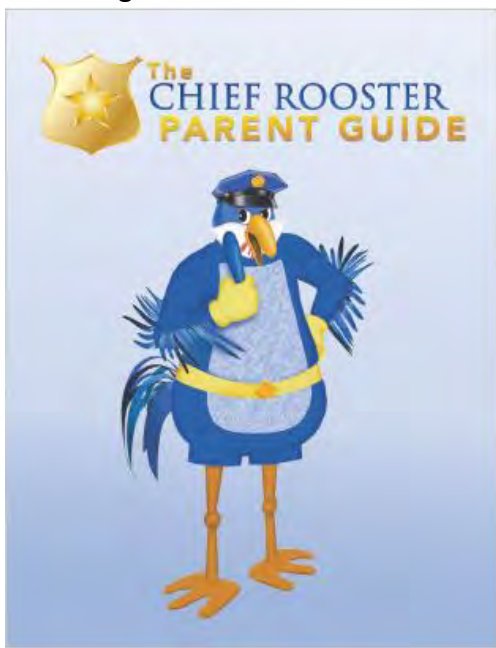
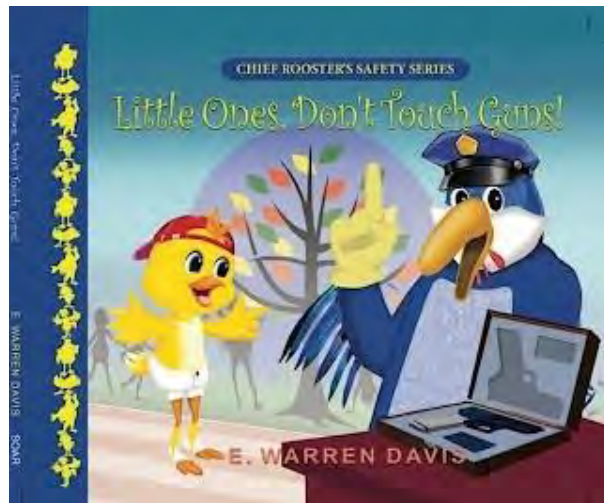
and mentorship Champs Camp aims to transform the lives of young adults, individually and collectively.

- 4. Fall Football Leagues** - An inner-city football program has been adopted for the fall. The objective is to provide elementary and middle school youth an opportunity to participate in a constructive recreational challenge, while learning discipline, perseverance, goal setting, handling success and failure, time management, effective communication, and the value of staying fit.



The project's **academic enrichment program** supplements participants' school curriculum and focuses on gun safety, violence prevention, and healthy decision-making. The academic year *Safety Initiative* is composed of three distinct components: safety books for elementary students; parent guides for at-home use with program participants, and safety forums showcasing life lessons learned by G.A.N.G.S. In Peace members (for middle and high school students).

Our youngest participants explore safety topics, law enforcement careers and pathways, and age-appropriate experiential learning safety modules, while enjoying the Chief Rooster safety (traditional and electronic) books. The Chief Rooster Safety Series are designed to encourage and stimulate reading while teaching young students about gun and internet safety, human trafficking, and other safety topics. In addition to a school visit from Chief Rooster, the Safety Initiative emphasizes a parent engagement methodology that re-enforces learning at home.



The Chief Rooster Parent Guide is an educational resource that is fun and informative while simultaneously (re)building community relations/rapport (especially with communities of color, low-income constituents and/or residents in rural communities). These guides provide experiential learning modules for parents to explore safety concepts with their child(ren) while re-enforcing tenets taught in the safety books. Lastly, qualified Irlly Bird personnel, safety educators, and members of G.A.N.G.S. In Peace host assemblies for middle and high school students.

An "edutainment" model (incorporating original music, dance, and tactile learning materials) provides School Safety Officers (SSOs) with a supplemental tool to impart "sustainable," and "transformative" learning for our most

affected students. Lastly, (up to 1000) elementary students receive the Chief Rooster book and are encouraged to read at home with their parents.

**SERVICES.** The project will showcase original songs about health and safety, support learning safety concepts and law enforcement professions in an energetic environment and incorporate interactive dance and activities in its curriculum.

The “edutainment” model is designed to bring experiential learning opportunities to elementary, middle, and high school students. The mobile lab (and its accompanying tent) is equipped with promethean tables for interactive activities, high-tech video monitors for technologically enhanced, touchscreen programs that expose students to crime scene, and engagement with others who have been exposed to law enforcement officers and mishaps at an early age. The Mobile Lab is furnished with age-appropriate, supplies and materials for both internal and external crime scene stations.

### 1. G.A.N.G.S. In Peace Back to School

G.A.N.G.S. In Peace members will host back to school drives in five (5) critical urban communities throughout Richland County. The primary purpose of these events is to encourage youth to attend and stay in school. G. A. N. G. S In Peace leaders will distribute supplies and sign-up students for fall football leagues.



### 2. G.A.N.G.S. In Peace School Visits

Eight (8) Members of G.A.N.G.S. In Peace will visit seventeen (17) select schools in Richland County. These visits to middle and high schools are designed to deter kids from forming and joining gangs.

G. A. N. G. S In Peace leaders motivate students to stay in school and stay away from guns.

### 3. Little Ones Don't Touch Guns Safety Program

A literacy campaign to deter approximately 2,000 elementary students in Richland County communities from picking up or using firearms. This initiative is accompanied by parental guides that are focused on gun safety and how to properly protect children from being exposed to guns.



## BUDGET

### REASONABLE, COST-EFFECTIVE, AND ADEQUATE

The budget for G.A.N.G.S. IN PEACE INITIATIVE will be \$200,000. The budget is both adequate and reasonable to implement the proposed activities and achieve the objectives discussed in this proposal. Expenses are reasonable and cost-effective based on the scope of the proposed project, and the commitments of the administrators, the target schools and community agencies.

Over 86% of the program budget are direct funds which reflects the intensive services provided by the project. All stipends are based on experiential expertise, level of responsibility, and years of experience. Administrative costs are 6.38% of direct costs, and approximately 9,000 students in Richland County will be served by this initiative. Consequently, funding the G.A.N.G.S. IN PEACE INITIATIVE in Richland County results in a \$22.22 cost/student allocation. All other costs for supplies, travel and activities that contribute to the success of the project are detailed below:

SUMMER CAMPS	STUDENT COSTS	NO. of STUDENTS	TOTAL AMOUNT
Transportation & Programming Expenses 2 weeks: July 25-29, 2022 (elementary school) August 1-5, 2022 (middle school)			
The Colony	\$150 / student	200	\$30,000
Bethel Bishop			
Broad River Road Corridor			
Overnight Conflict Resolution Camp (Bishopville, SC) 1 weekend: September 2022	\$150 / student	100	\$15,000
<b>TOTAL CAMP EXPENSES</b>			<b>45,000</b>



<b>SPORTS ACTIVITY</b>	<b>QUANTITY</b>	<b>SUB TOTAL</b>	<b>TOTAL AMOUNT</b>
<b>Midnight Basketball</b>			
Staff Members: Security, Scorekeepers, Referees and Maintenance Personnel			
TEAM Demographics (Participants:18 years old or above; 40 teams; ten (10) person / team.	400 Participants		
Facility Rental Space (Recreation Athletic Arena and the Sports Plex on Farrow Road)	2 Facilities x 8- weeks x \$4,000 rental fee/week	\$64,0000	
<b>Total Midnight Basketball Programming</b>			<b>\$64,000</b>
<b>SPORTS ACTIVITY</b>	<b>QUANTITY</b>	<b>SUB TOTAL</b>	<b>TOTAL AMOUNT</b>
<b>BOXING CAMP</b>			
Champ's Camp Boxing Retreat Housed at the University of South Carolina (USC)  July 29 – 31, 2022	Fourteen (14) Students x \$350 / per registration	\$ 4,900	
Miscellaneous Expenses (i.e., water, energy drinks, food, programmatic activities)		\$105	
<b>TOTAL BOXING BUDGET</b>			<b>\$5,005</b>

<b>SPORTS ACTIVITY</b>	<b>QUANTITY</b>	<b>SUB TOTAL</b>	<b>TOTAL AMOUNT</b>
<b>FALL FOOTBALL LEAGUES</b>			
Youth Football Leagues begin in September and the season ends in early December.  Students selected from the following communities:	One Hundred (100) Students x \$50 / per registration	\$ 5,000	
The Colony	100 students		
Bethel Bishop			
Broad River Road Corridor			
<b>TOTAL BOXING BUDGET</b>			<b>\$5,000</b>
<b>ACADEMIC YEAR ACTIVITY</b>			
<b>SCHOOL VISITS</b>			
STOP THE VIOLENCE Middle and High School Campaign. G. A. N. G. S In Peace leaders motivate students to stay in school and stay away from guns:	Eight (8) Mentors x \$250 Stipend / per school x 17 schools	\$ 34,000	
Richland School District One	334+ students x 17 schools = <b>5,686 students</b>		
Richland School District TWO			
<b>TOTAL SCHOOL VISITS BUDGET</b>			<b>\$34,000</b>
<b>ACADEMIC YEAR ACTIVITY</b>			
<b>CHIEF ROOSTER VISITS</b>			
2,000 elementary students in Richland County School Districts One and Two will attend workshops with Chief Rooster, receive literary materials, and parent guides.	2,000 students	\$ 30,000	
<b>TOTAL SCHOOL VISITS BUDGET</b>			<b>\$30,000</b>

<b>ACADEMIC YEAR ACTIVITY</b>	<b>QUANTITY</b>	<b>SUB TOTAL</b>	<b>TOTAL AMOUNT</b>
<b>BACK TO SCHOOL Campaign</b>			
G. A. N. G. S In Peace leaders host a Back To School kick-off distributing supplies and signing students up for football.  The following Richland County school districts will participate: Richland One and Two.	500 Student Participants	\$ 5,000 Program funds	
<b>TOTAL BACK-TO-SCHOOL BUDGET</b>			<b>\$5,000</b>
		<b>SUB TOTAL</b>	<b>TOTAL AMOUNT</b>
<b>TOTAL SUMMER CAMPS</b>			<b>\$45,000</b>
<b>TOTAL MIDNIGHT BASKETBALL</b>			<b>\$64,000</b>
<b>TOTAL BOXING</b>			<b>\$ 5,005</b>
<b>TOTAL FOOTBALL</b>			<b>\$ 5,000</b>
<b>TOTAL SCHOOL VISITS</b>			<b>\$34,000</b>
<b>TOTAL CHIEF ROOSTER SCHOOL VISITS</b>			<b>\$30,000</b>
<b>TOTAL BACK-TO-SCHOOL CAMPAIGN</b>			<b>\$ 5,000</b>
<b>TOTAL DIRECT COSTS</b>			<b>\$188,005</b>
Administrative Cost (6.38%) covers Marketing, Meeting, Security, Parking, Community Relations, Office Supplies, Honorariums, Promotional Items,		<b>\$11,995</b>	
<b>TOTAL COSTS</b>			<b>\$200,000</b>

## **FIDUCIARY AGENT & OFFICERS**

The WOG Community Development Corporation (WOG CDC) will act as fiduciary agent for the G.A.N.G.S. In PEACE initiative. As such, the WOG CDC fulfill all financial obligations as outlined in the grant application.

The WOG CDC is a 501c(3) specifically created in 2011 to "identify and develop progressive programs and relevant projects that serve individuals, families, and South Carolina through a network of partners and community-based organizations addressing diverse needs such as economic development, job training, peace initiatives, social justice issues, clothing needs, food insecurities, youth development, and outreach.

Specific questions or additional inquiries should be directed to Eric Davis, Executive Director at 803-394-0082 or Tony Roberson, CFO, at 803-354-8227 or [tonyroberon@gmail.com](mailto:tonyroberon@gmail.com).

### **Key Team Members:**

#### **E. Warren Davis, Executive Director**

E. Warren Davis, a graduate of Lower Richland High School, is a 1991 graduate of South Carolina State University (SCSU), where he obtained a degree in Electrical Engineering Technology. He also received The Cornell University Certification in Executive Leadership (CEL) in 2008.

Davis served as the Central Florida President of the Alumni Chapter of the National Society of Black Engineers (NSBE), and in 1995, he left corporate America to form Genesis Consulting, Inc. in Columbia, SC.

Using his corporate background, he worked with school districts and non-profits to establish the First Annual Technology Day for middle and high school urban youth in Richland County School District One in 1997. By the year 2000, Mr. Davis was an experienced leader in both ministry and business when he transitioned into full-time ministry.

In 2014, Davis established God Cares Charities and God Cares Thrift Stores to expand ministry in Urban Communities and support international missions. He later created **E.D. Legacy**, a conglomerate that includes his educational company that focuses on "edu-tainment", utilizing song, dance, music and live entertainment to teach difficult topics like S.T.E.M., social-emotional learning and safety issues. An extension of the company is E.D. Legacy Films.

In 2022, Davis opened ReCreation Athletics, a premier sports facility that will serve as the Richland County Midlands Gang Task Force headquarters, and could add to the County's Disaster Relief Plan...all while providing a sports facility that will host youth sports tournaments and provide other opportunities to engage the community.

Davis is a proven leader. He was nominated for the NAACP Image Award, and most recently, Davis received the Jefferson Community Achievement Award from WACH Fox News recognizing that “His work is endless. All however with one theme -- peace and bringing the Midlands to a path for a better future and putting our communities into a better light.”

Bishop Davis resides in Columbia, South Carolina with his wife, Vanessa, and three sons: Ezra, Elias, and Emmanuel.

### **Tony Roberson, Chief Financial Officer (CFO)**

Antonio (Tony) Roberson is a native of Columbia, South Carolina where he attended the C.A. Johnson Preparatory Academy and graduated from W.J. Keenan High School. Mr. Roberson graduated from South Carolina State University in 1994 with a degree in Finance and Business Management.

Roberson has a stellar background in finance where he has held increasingly more responsible positions, most recently as a mortgage banker at Capital Financial Group where he managed residential, church, and commercial loans, credit management and insurance. He is the co-Founder and owner of Rock Holdings Enterprise and Score Drivers where he manages business and corporate funding, residential and business loan modifications, financial planning, and credit management, as well as personal credit building solutions. Mr. Roberson has served as the Chief Financial Officer of the WOG Community Development Corporation since 2011.

Antonio Roberson currently lives in Columbia, South Carolina with his wife, Tawanna, and two children.

### **Craig Khanwell, Coordinator**

Craig Khanwell serves as an experts in the unique crime prevention techniques employed by the street ambassador throughout impoverished communities in Richland County, South Carolina. Residents contact Khanwell for general crime prevention tips, to get involved or start Block Watch groups, request the street ambassadors presence at upcoming community meetings and to discuss ongoing crime concerns in the affected neighborhood.

### **Henry Cleare, Advisor**

As program advisor, Henry Cleare works with a diverse group of young advocates and youth from the target communities in Richland County. His primary responsibility includes helping youth to address relevant issues by influencing legislation, spreading public awareness, and serving as a liaison between youth and policymakers.

## SERVICE AREAS

- Richland County District 2
- Richland County District 3
- Richland County District 4
- Richland County District 5
- Richland County District 6
- Richland County District 7
- Richland County District 8
- Richland County District 9
- Richland County District 11

## POPULATIONS TO BE SERVED

Richland School District One (Elementary, Middle, and High School Students)
Richland School District TWO (Elementary, Middle, and High School Students)
Youth residing in the Colony Apartments, Bethel Bishop Housing Project, and Broad River Road Communities

## PROJECT TIMELINE

### Summer Camps

- July 25-29, 2022 (elementary school)
- August 1-5, 2022 (middle school)
- September 2022 Overnight Conflict Resolution Camp (Bishopville, SC) (high school)

### Midnight Basketball Pick-Up League

- 8-week commitment (July 15, 2022 – September 3, 2022)

### Boxing Retreat

- 3-day commitment (between July 2022 – September 2022)

### Academic Year Programming

- Back-To-School Campaign (August 2022)
  - CHIEF ROOSTER VISIT
  - G.A.N.G.S. in PEACE initiative
- } October 2022 – May 2023

## PROJECT OBJECTIVES

1. Reduce gun carrying among adolescents in specific communities in Richland County.
2. Reduce homicides caused by gang-related violence in target communities.
3. Support immediate individual and community needs pre-incident of violence.
4. Change the perception of participants regarding their life trajectories.
5. Relocate participants daily, reducing exposure to risks associated with poverty.
6. Introduce a “counter narrative” to combats the barrage of negative messages and images reinforced in their psyches daily.

## PARTNERS

**G.A.N.G.S. IN PEACE** - an acronym for Getting A New Generation Started (*in peace*), is a coalition made up of former Crips, Bloods, Piru, Gangster Disciples (GD’s), and Folk Nation members who are eager to “change the streets” in their respective neighborhoods.

**IRLY BIRD KIDS (IBK)** – a company that believes children should be well rounded and provides STEM educational & entertaining material, with specific focus on Social Emotional Learning & Health and Safety concerns. Our new product - IVideoBooks - allows children to bring Edu-tainment with them everywhere they go.

**RICHLAND COUNTY SHERIFF DEPARTMENT** – strives to maintain the highest level of readiness in order to combat any threat to Richland County neighborhoods, businesses, churches and schools. The Incident Management Team, Special Response Team, Crisis Management Team, Snipers, Explosive Ordinance Disposal, Homeland Security, Dive, Marine Patrol, and K9 Units/Teams are committed to enriching community trust through high standards of excellence and who have a passion for serving ALL of our citizens.

**CITY OF COLUMBIA POLICE DEPARTMENT** – The Columbia Police Department, established in 1805, is a law enforcement agency that maintains K-9, mounted patrol, traffic safety, gang and narcotics units. It supports Drug Abuse Resistance Education (D.A.R.E.), which is an international education program that seeks to prevent the use of illegal drugs, membership in gangs and violent behavior. The Columbia Police Department employs a staff of more than 300 sworn officers and over 70 civilians and volunteers. The department operates a jail and detention center that houses pretrial, inmates awaiting sentencing, and county- and state-sentenced prisoners. The Columbia Police Department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies and is located in Columbia, S.C.





Richland County Sheriff's Department  
5623 Two-Notch Road • Columbia, South Carolina 29223  
Office: (803) 576-3000  
WWW.RCSD.NET • SHERIFF@RCSD.NET

June 28, 2022

To Whom It May Concern:

The Richland County Sheriff's Department strongly supports and partners with Bishop Eric Davis' GANGS (Getting A New Generation Started) in Peace Initiative.

Since they have been in the community as ambassadors, I have seen a reduction in gang-related violence. This initiative is ground-breaking in that it brings various gangs together to create peace and less violence. It is proven that young people will listen and respond to their peers more than adults. Also, we know that young people need a positive environment to keep from getting involved with drugs and violence. This initiative provides that.

Again, I support this initiative wholeheartedly. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Lott", written over a horizontal line.

Leon Lott  
Sheriff

L.L:sph

# COLUMBIA POLICE DEPARTMENT



*Office of the Chief*

June 28, 2022

Bishop Eric Davis  
G.A.N.G.S  
119 Diamond Lane  
Columbia, SC 29210

To Whom It May Concern:

This letter is my official expression of support for "G.A.N.G.S in Peace – Getting a New Generation Started". Early this month I had the opportunity to meet with Bishop Eric Davis and members of G.A.N.G.S to discuss their new gang violence reduction initiative. The G.A.N.G.S group consisted of former members of rival gangs in Columbia who had set aside their differences in order to try to influence other current gang members to lay down their guns and stop the shootings.

The gun violence in Columbia cannot be stopped by arresing our way out of the problem. It will take everyone; law enforcement, neighborhoods, community leaders, churches, schools and our citizens to work together. I was encouraged to see a group of young men and former rival gang members agree to act as "Street Ambassadors" to identify potential conflict in the neighborhoods and de-escalate the tension before a shooting occurs.

We have already seen some success with the G.A.N.G.S initiative. I support their continued efforts in helping reduce gun violence in Columbia.

Sincerely,



W.H. "Skip" Holbrook  
Chief of Police

WHH/pwb

1000 Broadway, Columbia, SC 29201 | 803-646-3300 | [columbiapolice.com](http://columbiapolice.com)



# Richland County Council Request for Action

**Subject:**

Strategic Planning Report

**Notes:**

June 29, 2022 – The Strategic Planning Ad Hoc Committee recommended Council approve the Strategic Planning Report.

# STRATEGIC PLANNING REPORT

**County Council and Senior Leadership Team  
Richland County, South Carolina**



Prepared in collaboration with:



Baker Tilly US, LLP  
[bakertilly.com](http://bakertilly.com)

June 29, 2022



## Table of Contents

Executive Summary.....	1
Introduction & Background .....	2
Planning Process Overview .....	4
Workshop Expectations .....	5
Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis .....	7
Vision, Mission, and Evidence of Success.....	10
Strategic Goals and Objectives .....	16
“Bold Steps” .....	18
Final Strategic Planning Workshop .....	20
Appendix A.....	35
Appendix B.....	43
Appendix C.....	46

## EXECUTIVE SUMMARY

The draft vision, mission, and strategic goals listed below are proposed statements that are tailored to the needs and desires of County Council members per the November 2021 and January 2022 Strategic Planning Retreats. It is at the discretion of the County Council to adopt this language or alter it to represent the appropriate vision, mission and strategic goals for Richland County.

An organization's **Vision Statement** is aspirational in nature. It defines what the organization wants to be or to achieve. It is an idealized description of the desired future state of the community. The County Council members completed a structured visioning activity, using photographic imagery to spark conversations and develop concepts regarding their shared vision for Richland's future.

### Draft Vision Statement

“Richland County will be a leading **(community or County)** creating opportunities for equitable, sustainable, and meaningful growth and living for all residents. The County will be a foundation for collaboration as we learn from the past and continue to create long-lasting impacts into the future.”

A **Mission Statement** describes the organization's purpose. It defines the "business" of the organization and its relationship with its customers.

### Draft Mission Statement

“The County Government is dedicated to providing exceptional public services through effective planning, proactive leadership, and inclusive governance to ensure that all residents, visitors, and businesses have equitable opportunities and improved quality of life today and in the future.”

The six **Strategic Goals** identified during the strategic planning workshop are listed below.

### Draft Strategic Goals

- 1) Foster Good Governance
- 2) Invest in Economic Development
- 3) Commit to Fiscal Responsibility
- 4) Plan for Growth through Inclusive and Equitable Infrastructure
- 5) Achieve Positive Public Engagement
- 6) Establish Operational Excellence

## INTRODUCTION & BACKGROUND

At the request of the County Council and Senior Leadership, Baker Tilly US, LLP (“Baker Tilly”) organized and facilitated an initial, one-day strategic planning workshop for the County Council and Senior County staff in November 2021. This planning workshop was Richland County Council’s first such workshop conducted in many years and the first for the current elected and appointed leadership team.

In a series of interviews with members of the County Council, the County Administrator and Assistant Administrators, and Department Heads, participants provided input on the strategic challenges and opportunities to discuss in the strategic planning retreat.

### County Council Interview Summary

The following topics provide an overview of key themes throughout County Council and Department Head interviews.

- **Strategy:**
  - Clear goals and measurable objectives are not currently established
  - There is potential to tie strategic goals to capital projects in the future
  - There is an opportunity to incorporate health and well-being as a component of the strategic plan
  - There is a desire to be a key leader in economic development and innovation long-term, etc.
- **County’s Public Image:**
  - There is a desire to repair the County’s public image and tell the story of the County
  - Opportunities exist to improve website and social media presence
  - There is an interest in providing the people of the County “something exciting” to talk about
  - Opportunities exist to update infrastructure and County facilities, etc.
- **Communication:**
  - Opportunities exist to improve and enhance communication within the County and external to the County
  - There can be an increase in communication between the Council and Departments
  - There is ability to collaborate more closely between departments and provide cross training to staff, etc.
- **Engaging Citizens:**
  - The County aims to provide quality services in a timely fashion to constituents
  - Increase opportunities of bringing the government to the people by going out into the field
  - Leveraging technology to improve the level of service, etc.



- **Engaging Staff:**
  - o Opportunity to improve workplace culture to engage staff more
  - o Desire to continue to maintain a highly inclusive work culture with an equity-based experience for all
- **Recruiting & Retaining Employees:**
  - o The current hiring process is fairly time consuming
  - o Current pay is not competitive for County staff positions, resulting in recruiting and retention challenges
  - o There is room to develop the organization to allow for pay increases
  - o Recent tier changes have made pay changes increasingly difficult

## County Staff Focus Group

Using a "Plus/Delta" table below, Baker Tilly captured the sentiments of appointed County Directors and their staffs. These individuals provided their views on the current state of the County prior to the strategic planning workshop. Throughout these facilitated conversations, various groups of Directors and staff described areas that should be addressed in the strategic plan. Themes identified regarding current positive areas or strengths are shown as "plusses." Participants also provided constructive suggestions for improvement or change shown as "deltas." This input was captured on the tables shown below:



(What is going well?)

- ✦ Richland County is uniquely positioned economically and geographically
- ✦ Many high quality, resourceful, flexible, and committed staff are working for the County
- ✦ Richland County's staff care deeply about public service, customer service, and engaging with citizens and residents
- ✦ The County is in a positive financial situation with a Triple A credit rating and growing tax base
- ✦ Population growth is a positive external factor benefiting the County
- ✦ The County provides a stable workplace environment by ensuring employees did not lose benefits or pay during the pandemic



(What might benefit from positive change?)

- Technological advancements and need for more uniform systems and processes across departments
- Retaining valuable employees and growing the County's employment to support quality service delivery
- Improvement to the County's facilities and infrastructure
- Improvement in becoming employer of choice with well-funded departments and competitive pay practices
- Training, development, and succession planning for County employees
- Increased communication between departments, Council, and the community

## PLANNING PROCESS OVERVIEW

Effective strategic planning involves gathering, sorting, and prioritizing the best thinking of the Richland County's policy leaders and executive managers, focused on the core purposes of the organization and the most important attributes of success. The first Richland County strategic planning workshop, conducted in November 2021, resulted from agreement on a framework to guide the decision of both elected leaders and appointed managers over the next three to five years. The elements of that framework include:

- **Brainstorming** the core elements of the County organization's vision, mission, and strategic goals (among other items) while also considering evidence of success.
- An **examination** of the current operational environment and the identification of important external forces and trends that influence and impact the County ability to meet citizen expectations.
- **Assessment** of the organization's strengths, weaknesses, opportunities, and threats.
- Development of six strategic goals and the **identification and prioritization** of 30 operational objectives around which key policy decisions can be evaluated and essential organizational and operational initiatives can be managed.

The strategic planning workshop focused primarily on **What** the County needs to realize its vision for the community's future and accomplish the mission of the organization. Therefore, the strategic planning process is policy-oriented in nature and less about **How** the County should carry out the day-to-day operations and delivery of public services.

Good strategic planning addresses the issues that challenge you today and, more importantly, those that will challenge you tomorrow. Accordingly, the initial planning workshop was designed as an exercise in collective foresight. Both elected leaders and appointed managers worked together to clarify what success looks like for Richland County in-light-of expected future conditions and the direction that the community's policy leaders want to take the County organization.

## INITIAL WORKSHOP EXPECTATIONS

After an initial ice-breaking activity, the workshop facilitator engaged the participants in a brief conversation about their expectations for the workshop. Using an online polling application, participants were asked, **"In a brief phrase, what do you hope to achieve over the course of the strategic planning workshop?"**. The 17 responses by County Council members and the Directors and staff are listed below, the most common of which included the desire to develop clear goals.

- Identify grant strategies
- Gain clarity on goals
- Engage in future-plan creation
- "Knowing which way to row"
- Development of a road map
- Gain more clarity on the big vision for the County
- Address alignment of funding with the mission
- Hear from colleagues about their priorities
- Develop a clean and actionable plan to move the County forward cohesively and purposefully
- Generally, agree on whatever we all decide
- Establish clear goals
- Generate excitement and pride for the future of the county
- Address better pay for county employees
- See what IT needs are from all departments
- Create a plan that reflects the reality of the influences on the County
- Formulate a clearer direction for the ever-growing and demographically changing area
- Address staff retention and growth

A word-cloud displayed on the next page shows the result of the polling activity generated when facilitators asked, **"What one word best describes your vision for the future of Richland County?"**. The larger text represents the more frequent responses. These results suggest that the workshop participants were looking for the following themes as main elements of the strategic plan:

- Establish an **inclusive** working environment and consider inclusivity throughout the strategic plan
- Operate in a highly **effective** manner internally and externally
- Become a **leader** in various respects, allowing the County to further its mission
- Consider **ethical and equitable** approaches while navigating **evolving** circumstances



## STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (SWOT) ANALYSIS

For the SWOT analysis, workshop participants were asked to consider attributes of the Richland County organization critically and constructively.

- **Strengths** are those assets and capabilities currently available within the organization, which can be leveraged to achieve desired results.
- **Weaknesses** are those problem areas or aspects of the government organization that are currently standing in the way of strategic success, and that should be overcome to achieve optimal results.
- **Threats** are current or potential future external events that, if unmitigated, can impair the organization's ability to realize strategic success. These may be political, economic, societal, natural, or man-made in nature.
- **Opportunities** are future-focused and are conditions that can, if properly understood, be captured to obtain strategic advantage through capitalizing on strengths, overcoming problems and mitigating threats.

The SWOT matrix on the following page displays the consensus Strengths, Weaknesses, Opportunities and Threats identified by the Richland County leadership team.



# SWOT MATRIX



In the SWOT analysis, the "Opportunities" section is often the most revealing in terms of the desired future direction of the organization and the community. To identify opportunities, the strategy workshop participants considered the things that need to be achieved to take advantage of the organization's strengths and community, overcome weaknesses, and mitigate or minimize threats.

Strategic opportunities identified through this process included the following:






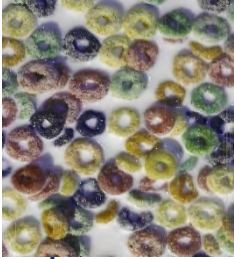
- Celebrate the wins of the County more often
- Grow as an organization physically and operationally, and in staffing and expertise
- Utilize federal funding that the County receives
- Leverage and rely on employee talents
- Follow and adhere to the strategic plan currently being developed
- Apply a proactive approach more regularly
- Continue positive impacts the County is currently producing
- Establish positive relationships with community partners and stakeholders
- Engage major companies and their executives to facilitate local growth within the County
- Collaborate with and leverage new Council members and their ideas
- Establish new policies and systems



## VISION, MISSION, AND EVIDENCE OF SUCCESS

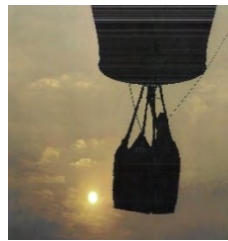
An organization's **Vision** is aspirational in nature. It defines what the organization wants to be or to achieve. It is an idealized description of the desired future state of the community. The County Council members completed a structured visioning activity, using photographic imagery to spark conversations and develop concepts regarding their shared vision for Richland's future.

The results of this visioning activity are shown below:

	<ul style="list-style-type: none"><li>- Creating a well-aligned and valuable strategic plan is a puzzle that needs to be completed together.</li></ul>		<ul style="list-style-type: none"><li>- Having a celebration while connecting with the arts</li><li>- Prosperity is indicative of ease</li></ul>
	<ul style="list-style-type: none"><li>- Foundational and historical</li><li>- Level of impact is a big factor of motivation</li></ul>		<ul style="list-style-type: none"><li>- A well-designed system that is thoughtful and works efficiently</li></ul>
	<ul style="list-style-type: none"><li>- Working together is essential</li><li>- Not much possible without collaboration</li></ul>		<ul style="list-style-type: none"><li>- Need for "Wash and wear" common thinking</li><li>- Don't need fancy solutions for every issue</li><li>- Simplicity is key</li></ul>

- Standing the test of time
- Place of learning, using examples from the past
  
- “In this together” as a team
- New heights to be reached
- 10,000 ft view/ big picture
  
- Foundation for future
- Benefit for people behind you
- Accessibility
- Destination as Richland County

- Big picture to assess where to go
- Seeing what has been done in the past
- Tying the present with the future
  
- Preparing for the Future
- Connect yesterday with today
- Learning from the past is essential
  
- Longevity, perseverance, purposeful, methodical, and harmless



es best describe to County Council n  
 County and the strategic plan. The p



vidual visions for the  
 and hieroglyph photos, all

chosen by different members, stated the same foundation and legacy themes. Similarly, togetherness and understanding situations from a high level were raised through the hot air balloon photo and the skydiver photo. County Council members also share an understanding of simple solutions to complex puzzle like problems and how this may enable the County to generate more learning experiences and “wins” in need of celebrating.

A **Vision Statement** is an emotional or idealistic statement describing the intended future of an organization. Vision statements are meant to better ground the organization and hone-in on what inspires the future direction. Richland County’s most recent vision statement was created in 2009 and reads:

**“Richland County will be a model community for the state and nation. Our county will be a safe, diverse, and sustainable community, with a thriving economy that provides opportunities for all residents to live, work, learn, and grow.”**

A draft of the new vision statement reads:

**“Richland County will be a leading community creating for equitable, sustainable, and meaningful opportunities for a high quality of life for all residents. The County will be a foundation for collaboration as we learn from the past and continue to create long-lasting impacts into the future.”**

A **Mission Statement** describes the organization's purpose. It defines the "business" of the organization and its relationship with its customers. Council members briefly reviewed a set of possible mission statements to replace or alter the current mission statement. Council members were asked to rank their top few options, identifying which mission statements were most widely praised among the group as well as key words that influenced those selections.

#	Mission Statement Description	# Council Members Top Choice	Key Words from Mission Statement
1	Effectively, efficiently, and equitably provide justice, health, and safety services to improve the quality of life for the people of the County	3	
2	It is the mission of the County to provide balanced quality of life for our citizens. We will provide residents and businesses with equal access to high quality service sin a fiscally responsible and prudent manner. We affirm to	2	Fiscally responsible and prudent manner

#	Mission Statement Description	# Council Members Top Choice	Key Words from Mission Statement
	continue to practice sustainable development throughout the County.		
3	County Government is dedicated to providing services that are accessible to all residents and improve the quality of life in our community	6	Accessible; all residents; improve the quality of life
4	Provide quality public services to all citizens of the County	4	
5	Make the County the premier place to live and work in the southeastern United States through the provision of quality services to the citizens, and a safe, harmonious work environment for our employees	2	
6	County government, in cooperation with the community and local government units, strives through a planned process to deliver quality services that address public needs	3	
7	The County is committed to providing equitable opportunities and exceptional public services through good governance to ensure a safe, healthy, secure, and thriving community for all.	7	Equitable; exceptional public services; good governance; thriving; for all
8	To deliver high quality, best-value, public services, programs, and facilities to meet the needs of our residents, visitors, and businesses, today and tomorrow	6	High quality services, programs, and facilities; residents, visitors, and businesses today and tomorrow
9	To deliver efficient, high-impact service to every resident and visitor of the County	2	
10	In partnership with our residents, County government is dedicated to enhancing the quality of life for all residents. As a national-acclaimed local government, the County accepts the challenges of our changing social, physical, and economic environments by serving in an efficient manner with pride and	4	Challenges of our changing social, physical, and economic environment

#	Mission Statement Description	# Council Members Top Choice	Key Words from Mission Statement
	concern for the present and excitement for the future.		

In addition, of the key words from these existing mission statements, the Council members in open discussion outlined other key terms that should be used to design a new mission statement including the following:

- Additional planned processes
- Social, physical, and economic sustainability
- Addressing the needs of the people we serve
- Excitement
- Partnerships through collaboration and cooperation
- Continuity of services

After understanding the sentiments arising from each of the themes highlighted and by using the previous mission statements structures and key word recommendations, Baker Tilly was able to generate a new draft version of the Richland County Mission Statement. The previous Richland County mission statement reads:

**“Richland County Government is dedicated to providing services that are accessible to all residents and improve the quality of life in our community.”**

A draft of the new mission statement reads:

**“The County Government is dedicated to providing exceptional public services through effective planning, proactive leadership, and inclusive governance to ensure that all residents, visitors, and businesses have equitable opportunities and improved quality of life today and in the future.”**





Next, facilitators distinguished what “success” through the strategic plan would mean. By creating a list of success metrics as evidence of complete priorities, the Council is better able to assess ways success is achieved from their strategic plan. Council members listed the following **evidence of success**:

Livable wages for all	Efficient decision making
Positive media coverage and percentage increase, positive media relationships	Public satisfaction with County projects
Defined identity and Council / Community shared vision	Leveraging assets and population increase
Increased economic growth and public satisfaction	Quality of life for residents
Improved technology and building infrastructure	Community pride
Equity in infrastructures	Business revenue increase
Positive business climates	Collaboration and communication internal and external
Retain employees and increase morale	Model for other communities
Growth in sustainable individual wealth and income	Advanced opportunities for equity, diversity and inclusion

## STRATEGIC GOALS AND OBJECTIVES

After evaluating the strengths and weaknesses of the organization, identifying opportunities and threats, and confirming the Richland County overall vision, mission and evidence of success, workshop participants next turned their attention to the specific areas of policy leadership and management focus that they believe are likely to have the most significant impact on the long-term success of the community and the municipal organization.

To identify these strategic focus areas, the workshop facilitator applied a technique known as "future pull." The workshop leader challenged the participants to go forward in time to imagine great success mentally. Participants were then asked to visualize a situation where the County had achieved its vision by successfully accomplishing its mission while operating within its value framework. Then they were asked:

***"Looking back from a position of great success, what, specifically, did the County do to achieve that success?"***

Each participant listed the action steps that, if taken today, would lead the County to that future position. They thought about how to leverage the identified strengths to overcome problems and how to mitigate threats to create opportunities. Many unique ideas were generated. Working together, County Council members then grouped the ideas on a graphical chart to reveal common strategic themes.

From this brainstorming and collaborative process, six strategic goals emerged as the most important for Richland County's future:

### STRATEGIC GOALS

- 1) Foster Good Governance
- 2) Invest in Economic Development
- 3) Commit to Fiscal Responsibility
- 4) Plan for Growth through Inclusive and Equitable Infrastructure
- 5) Achieve Positive Public Engagement
- 6) Establish Operational Excellence

Within each of the goals, a set of **strategic objectives** were developed and discussed using the ideas generated by the council and staff participants in the "future pull" brainstorming activity.

A total of 30 individual objectives were identified through this process and were then ranked by the County Council members using real-time polling to establish overall priorities for each goal.

The strategic goals, with supporting objectives listed in the priority order, include the following:

***GOAL 1 – Foster Good Governance***

- 1.1 Develop realistic and achievable goals
- 1.2 Create a shared vision with agreement by County leadership
- 1.3 Establish metrics for accountability in implementing the strategic plan
- 1.4 Reevaluate strategic plan and adjust as needed
- 1.5 Collaborate with other governments

***GOAL 2 – Invest in Economic Development***

- 2.1 Create high paying jobs from planning growth and strategic economic development projects
- 2.2 Develop more shopping and amenity options
- 2.3 Promote and support a regional and state Economic Development team

***GOAL 3 – Commit to Fiscal Responsibility***

- 3.1 Align budget to priorities and seek alternative revenue sources
- 3.2 Assess necessary resources
- 3.3 Balance budget with projects that do not affect minimum thresholds

***GOAL 4 – Plan for Growth through Inclusive and Equitable Infrastructure***

- 4.1 Establish plans and success metrics that enable smart growth
- 4.2 Coordinate departments to prepare for planned growth in areas by providing water, sewer and roads in necessary locations
- 4.3 Create excellent amenities and facilities
- 4.4 Provide equitable living and housing options

***GOAL 5 – Achieve Positive Public Engagement***

- 5.1 Champion the organization and County wins
- 5.2 Foster positive public relationships to allow us to “tell our own story”
- 5.3 Create a Public Information team focused on public engagement
- 5.4 Complete and celebrate penny projects to create excitement in the community
- 5.5 Communicate vision and mission throughout County and residents
- 5.6 Involve residents in community engagement plan development
- 5.7 Ensure residents clearly understand what County Government functions are

## **GOAL 6 – Establish Operational Excellence**

- 6.1 Establish competitive salaries
- 6.2 Encourage investment in employee and County development
- 6.3 Modernize technology
- 6.4 Address employee related matters
- 6.5 Develop metrics of accountability to “stay the course”
- 6.6 Create reporting dashboards
- 6.7 Address current and future resource needs
- 6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion.

## **“BOLD STEPS”**

### ***Taking Richland to the Next Level***

After identifying and agreeing on the six strategic goals, the workshop’s focus then shifted to “Taking Richland to the Next Level” by generating a bold steps graph. Each of the six strategic goals and the 30 corresponding objectives are organized along with the main three vision elements and vision phrases from the visualization exercise.

# BOLD STEPS





## FINAL STRATEGIC PLANNING WORKSHOP

Baker Tilly then facilitated an additional workshop session in January 2022 to take the County Council, Senior Administrators and select staff members deeper on strategic goals and objectives. The focus of these sessions was first to discuss and validate the County’s mission and vision statements developed since the November 2021 workshop, and also to adopt core values and identify key “initiatives”.

Participants identified **core values** to define what the County Council’s collective belief is and words that describe how these beliefs influence their vision and mission. These five core value words and their descriptions were amended from the *Richland County 2009 Strategic Plan*.



### Core Values

				
<b><u>Accessibility</u></b>	<b><u>Accountability</u></b>	<b><u>DEI</u></b>	<b><u>Excellence</u></b>	<b><u>Proactivity</u></b>
Ensure that services are equitable, available and accessible to all residents. Foster an environment that promotes openness and welcomes participation from all members of the community.	Commit to providing efficient, effective, and responsible public services, proactive in approach and accountability for the results.	Diversity, Equity, and Inclusion (“DEI”). Valuing the uniqueness of every citizen. Embrace diversity by promoting an inclusive, multi-cultural environment that serves and respects all residents equally and equitably.	Dedicate to exceeding the expectations of residents. Demonstrate commitment to excellence by providing the highest quality services to all residents daily.	Be guided by a shared vision for our communities. Learn from our past but remain focused on our future.

The key **initiatives** are the tangible tasks that can help the County execute on the objectives and ultimately the six strategic goals. Participants brainstormed initiatives for each objective through small group conversations held with Council Members and select “subject experts” among senior staff and administrators.

Prior to this brainstorming session, several departments at Richland County submitted a list of high-level initiatives aligning with the 30 objectives across all six strategic goals. Baker Tilly received eight department submissions<sup>1</sup>.

After facilitating these discussions, all steps in the strategic planning process, described in the strategic planning process below, were complete.



When reflecting on the January 2022 workshop sessions, participants clarified language and resolved questions on the process thus far. Baker Tilly then gathered all information discussed from department submissions, working session notes, and the reflection discussion to form a comprehensive list of initiatives. Below are the results of the strategic planning process.

<sup>1</sup> Baker Tilly received initiative templates from: The Economic Development Department; The Emergency Services Department (“ESD”); The Allen S Glenn Detention Center (ASGDC); The Department of Public Works and Transportation; The Department of Government and Community Services; The Utilities Department; The Information Technology (“IT”); and The Conservation Division.





## GOAL 1 – Foster Good Governance

Goal Objective	Initiative	Proposed Owner <sup>2</sup>	Timeline / Metrics <sup>3</sup>
<b>Objective 1.1: Develop realistic and achievable goals</b>	<ul style="list-style-type: none"> <li>➤ Compile a list of goals aligned with the strategic plan and the departments’ tasked in moving the goal forward</li> <li>➤ Work with staff and all departments to determine what qualifies as “realistic” metrics for achievement of goals.</li> <li>➤ Assign each department with developing unique department specific goals aligning with over-arching Council directed strategic plan goals</li> <li>➤ Establish programmatic plan for review of countywide policies and procedures to ensure alignment with best practices.</li> <li>➤ Create a mechanism to provide immediate feedback relative to progress</li> </ul>	<b>Accountability / Ownership:</b> County Staff / Department Directors, County Administrator	<b>6 – 12 months</b>  <b>Metrics:</b> Year-end Strategic Goals Review
<b>Objective 1.2: Create a shared vision with agreement by County leadership</b>	<ul style="list-style-type: none"> <li>➤ Initiate conversations with departments’ staff to communicate goals established in 1.1 to all County employees for evaluation in a standard format</li> <li>➤ Conduct annual / bi-annual meetings between County employees to share ideas and calibrate shared mission</li> <li>➤ Create a “culture team” to communicate the importance of embracing the goals for the organization.</li> <li>➤ Communicate to Council the feedback/input received at the departmental meetings.</li> </ul>	<b>Accountability / Ownership:</b> Department Directors, County Administration, County Council	<b>*Upon approval from Council* 6-12 months</b>  <b>Metrics:</b> Strategic plan for review and implementation
<b>Objective 1.3 Establish metrics for accountability</b>	<ul style="list-style-type: none"> <li>➤ Specifically identify projects/initiatives in process along with the goal and objective the projects achieves</li> </ul>	<b>Accountability / Ownership:</b>	<b>0-6 months</b>

<sup>2</sup> Accountability/Ownership can include the department or position responsible for overseeing the initiative’s completion.

<sup>3</sup> Completion timeline can include the duration the initiative will require until completion or the approximate time window to achieve the success metric.



<p><b>in implementing the strategic plan</b></p>	<ul style="list-style-type: none"> <li>➤ Determine a tracking mechanism (dashboard) for initiatives</li> <li>➤ Establish schedules to review goals and assign accountable staff members</li> <li>➤ Develop process to embed project progress in individual performance evaluations</li> <li>➤ Routinely collect documentation among departments to measure strategic plan objective progress and use to generate “County wins”</li> <li>➤ Communicate progress to Council on semi-annual basis</li> </ul>	<p>County Council, Department Directors, County Administration</p>	<p><b>Metrics:</b></p> <p>Strategic plan for review and implementation</p> <p>Documented progress by responsible departments on goals.</p>
<p><b>Objective 1.4: Reevaluate strategic plan and adjust as needed</b></p>	<ul style="list-style-type: none"> <li>➤ Develop a reevaluation process for the strategic plan with tracking documents and processes including status checks</li> <li>➤ Implement review process of the strategic plan to allow for appropriate adjustments</li> <li>➤ Develop schedule for the next full strategic plan development (3 years if appropriate)</li> </ul>	<p><b>Accountability / Ownership:</b></p> <p>County Administration                  All Departments</p>	<p><b>12 – 18 months</b></p> <p><b>Metrics:</b></p> <p>Activities to review and documented progress.</p>
<p><b>Objective 1.5: Collaborate with other governments</b></p>	<ul style="list-style-type: none"> <li>➤ Establish best practices using peer-to-peer neighbors, like entities and related professional associations to measure achievement of best practices via workshops, fairs, or another constructive events</li> <li>➤ Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity</li> </ul>	<p><b>Accountability / Ownership:</b></p> <p>Mainly Richland County Council, Economic Development Office (RCEDO), Utilities Director, Richland County Conservation Commission (RCCC), Government Community Services (GSC) Division Manager.                  All Department Directors</p>	<p><b>12 – 18 months</b></p> <p><b>Metrics:</b></p> <p>Increase # of scheduled events, workshops with Govt. organizations / associations</p> <p>Increase # of established relationships with Govt. organizations / associations</p>





**GOAL 2 – Invest in Economic Development\***

Goal Objective	Initiative	Proposed Owner	Timeline / Metrics
<p><b>Objective 2.1: Create high paying jobs from planning growth and strategic economic development projects</b></p>	<ul style="list-style-type: none"> <li>➤ Organize a workforce symposium for workforce entities supported by the County, involving a select group of the 10 to 20 of the most effective workforce organizations</li> <li>➤ Evaluate the feasibility of a culinary school or partnership to implement a 2-year degree program benefiting workforce entry for unemployed and underemployed residents</li> <li>➤ Implement and execute Economic Development Department Strategic Plan</li> </ul>	<p><b>Accountability / Ownership:</b>                  Mainly RCEDO                  County Administration                  All Departments</p>	<p><b>12 months – 3 years</b></p> <p><b>Metrics:</b>                  # Of Jobs and Investment dollars</p>
<p><b>Objective 2.2: Evaluate the community specific capacity for additional shopping and amenity recruitment</b></p>	<ul style="list-style-type: none"> <li>➤ Partner with the Community Development Division to find and support growth and opportunities throughout the County</li> <li>➤ Explore implementing retail recruitment programs designed and run by the County through Community Development Division partnerships</li> <li>➤ Implement annual schedule for review of SLBE and MBE lists for accuracy</li> <li>➤ Bi-annually review and update business license fee schedule</li> <li>➤ Review potential zoning and mapping alternatives that may be appropriate by the Planning Commission to encourage retail and restaurant interest in specific areas.</li> </ul>	<p><b>Accountability / Ownership:</b>                  Mainly RCEDO, OSBO, RCCC, Planning Department</p>	<p><b>12 months – 3 years</b></p> <p><b>Metrics:</b>                  New mixed-use development</p>



<p><b>Objective 2.3: Promote and support a regional and state Economic Development Team</b></p>	<ul style="list-style-type: none"> <li>➤ Encourage private sector engagement with Economic Development (i.e., public/private partnership structure for Economic Development)</li> <li>➤ Create an economic development marketing campaign for increased economic engagement</li> <li>➤ Explore opportunities for additional collaboration with Economic Development and other government organizations</li> </ul>	<p><b>Accountability / Ownership:</b>                  Mainly RECD, County Council</p>	<p><b>6 – 12 months</b></p> <p><b>Metrics:</b>                  Measurable Increased Collaboration</p>
---	---	--	--

**\*The County will also work to support the achievement of the goals of the February 2021 Richland County Economic Development Strategic Plan. The goals and initiatives can be found in Appendix C**

### GOAL 3 – Commit to Fiscal Responsibility

Goal Objective	Initiative	Proposed Owner	Timeline / Metrics
<p><b>Objective 3.1: Align budget to priorities and seek alternative revenue sources</b></p>	<ul style="list-style-type: none"> <li>➤ Establish budget priorities, accounting for unforeseen opportunities and discretionary grant funds that ensures a balanced budget using current budget year revenues.</li> <li>➤ Centralize grants creation and administration into one department with a central point of contact for seeking and securing grants, communicating projects, priorities, initiatives, etc.</li> <li>➤ Evaluate and implement processes to determine if enterprise risk management is viable within the County.</li> <li>➤ Implement bi-annual review of all fiscal policies to ensure adherence and potential modifications necessary to maintain compliance with changing requirements.</li> <li>➤ Review and update Procurement Ordinance, policies, and procedures to ensure compliance with all regulations and best practices.</li> </ul>	<p><b>Accountability / Ownership:</b>                  Mainly Finance and Budget Department</p> <p>Grants Administration                  Budget Department                  Finance and Budget as well as other required Departments                  Procurement Department</p>	<p><b>Annually beginning with FY 2023</b></p> <p><b>FY 2023</b></p> <p><b>FY 2024</b></p> <p><b>FY 2023 Start and list development.</b></p> <p><b>FY 2023 12-month process</b></p>
<p><b>Objective 3.2: Establish process to prioritize initiatives to align with available resources.</b></p>	<ul style="list-style-type: none"> <li>➤ Implement a forecasting model that includes projects aligned with funding sources and uses.</li> <li>➤ Explore alternative funding resources identified in Objective 3.1 including public-private partnerships where appropriate.</li> <li>➤ Establish a clear process for vetting projects (including establishing facility priorities and determining financial resources aligning with capital improvement plan). Use this process to set short and long-term programs and projects along with the identified resources for each.</li> </ul>	<p><b>Accountability / Ownership:</b>                  Mainly Finance and Budget Department                  All Departments                  Administration, Finance and Budget</p>	<p><b>Annually beginning FY 2023</b></p> <p><b>Continuous beginning FY 2023</b></p> <p><b>Continuous beginning FY 2023</b></p> <p><b>Metrics:</b>                  Model development, number of accepted and rejected projects</p>



<p><b>Objective 3.3: Balance budget with projects that do not affect minimum thresholds</b></p>	<ul style="list-style-type: none"> <li>➤ Define thresholds for debt, bond coverage, fund balances, etc. to align with best practices for use in all financial processes and considerations for the County Council</li> <li>➤ Set limits on fund balance use, including methods to determine spending capacity annually</li> <li>➤ Establish a performance-based budgeting process for departments, annually evaluating budget performance to fiscal year results for internal and external organizations. Evaluation results should be a determinate of future resource allocations.</li> </ul>	<p><b>Accountability / Ownership:</b></p> <p>Finance and Budget Departments</p> <p>Council and Administration*</p> <p>Finance and Budget Departments</p> <p>Budget Department</p>	<p><b>Continuous beginning FY2023</b></p> <p><b>Continuous beginning FY2023</b></p> <p><b>Implementation FY 2024</b></p>
---	---	---	--



## GOAL 4 – Plan for Growth through Inclusive and Equitable Infrastructure

Goal Objective	Initiative	Proposed Owner	Timeline / Metrics
<p><b>Objective 4.1: Establish plans and success metrics that allow for smart growth</b></p>	<ul style="list-style-type: none"> <li>➤ Engage in two-way communication with citizens to define “Smart Growth” in each County district. Conversations should include explanation of the roles of staff and officials, those metrics to be used implementation and 2) proper adherence to the Land Development Codes</li> <li>➤ Develop heat-map overlays of existing and planned infrastructure. These should be updated at each plan update.</li> <li>➤ Prioritize improvements to County infrastructure based on County priorities as established in strategic plan, budget and capital improvement plan and community priorities</li> <li>➤ Implement a plan for department interaction to achieve organizational goals</li> <li>➤ Engage in a Diversity Study to determine resource availability and equitable distribution of resources across the County.</li> <li>➤ Review and update the county’s SLBE capture area and vendor qualification list to ensure there is sufficient contractual competition (currently at 25-mile radius)</li> </ul>	<p><b>Accountability / Ownership:</b>                      All Departments, County Administration, County Council</p> <p>GIS</p> <p>Administration and Procurement</p>	<p><b>Continuous process beginning FY 2023                      Implement by FY 2025</b></p>
<p><b>Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations</b></p>	<ul style="list-style-type: none"> <li>➤ Develop realistic 10-year capital improvement plan using GIS mapping to identify projects and allocate resources for various uses. Plan should be updated annually and modified to match needs and available resources.</li> <li>➤ Upon adoption of the Lower Richland Tourism Plan, implement land use components into comprehensive plan by year-end. Create a Comprehensive Plan dashboard that includes statistics related to the plan and its various initiatives.</li> </ul>	<p><b>Accountability / Ownership:</b>                      Administration and All Departments</p>	<p><b>Annually beginning FY 2023</b></p> <p><b>Metrics:</b>                      (See example metrics in 4.2 Initiatives)</p>



<p><b>Objective 4.3: Create excellent facilities</b></p>	<ul style="list-style-type: none"> <li>➤ Define goals for facilities including location, esthetics, and accessibility and prepare maps to identify areas that are lacking plans for maintenance repairs to be targeted appropriately evaluate current facilities based upon those definitions.</li> <li>➤ Evaluate how Richland County may support other community partners to provide services to enhance the quality of life for Richland County residents.</li> </ul>	<p><b>Accountability / Ownership:</b>                  RCEDO                  OSBO                  GCS                  Operational Services                  Elected Officials                  Administration</p>	<p><b>FY 2023</b></p> <p><b>Metrics:</b>                  Goals and mapping creation</p>
<p><b>Objective 4.4: Provide equitable living and housing options</b></p>	<ul style="list-style-type: none"> <li>➤ Define what “living and housing options” and “equitable” are for Richland County to enable appropriate community evaluation.</li> <li>➤ Identify corridors that are lacking housing options</li> <li>➤ Identify best practices based upon data and successes in communities similar to Richland County to establish benchmarks and goals for achievement that would best work for Richland County for equitable, affordable housing for all citizens.</li> <li>➤ Review Richland County housing options to establish an equitable living and housing strategy.</li> </ul> <p>Address gaps in resident funding capabilities for housing (i.e., mortgage capabilities, tax burdens, job prospects, etc.)</p>	<p><b>Accountability / Ownership:</b>                  County Administration                  County Council                  RCEDO                  GCS</p>	<p><b>Beginning FY 2022 for all to complete and provide report in 12 months.</b></p> <p><b>Metrics:</b>                  Monitor and address housing needs                  Meetings with neighboring departments</p>

## GOAL 5 – Achieve Positive Public Engagement

Goal Objective	Initiative	Proposed Owner	Timeline / Metrics
<p><b>Objective 5.1: Champion the organization through public engagement and communication on County wins</b></p>	<ul style="list-style-type: none"> <li>➤ Create a communication team to allow employees to be County ambassadors to ensure the County has a proactive communication to internal and external parties.</li> <li>➤ Make Public Information Office (“PIO”) aware of all department efforts to ensure the most complete community engagement possible. for consistent messaging and clearly define PIO role</li> <li>➤ Development and implementation of new County website to include additional customer self-service functions and clear / consistent messaging</li> <li>➤ Develop strategic communication plan and evaluate current state of communication to identify and address areas for improvement. Plan should include evaluation of all media avenues to determine methods for maximum impact as well as methods to ensure consistent communications message throughout all media channels. Plan should also include process to ensure visibility of County projects including the Transportation Penny.</li> <li>➤ Ensure communication indicates what the County does do as well as what they cannot do.</li> <li>➤ Remove communication silos by increasing visibility into departments, staff members, Council, and the County residents and introducing more public meetings</li> </ul>	<p><b>Accountability / Ownership:</b>                  Communications / Public Information Office (PIO)                  County Administration                  County Council                  All Departments                  Completion Timeline:                  6 – 18 months</p>	<p><b>Beginning FY 2022 – with implementation in phases within 18 months.</b></p> <p><b>Metrics:</b>                  Identify County wins                  Website functionality                  Increased speaking engagements                  Assessed neighboring county projects</p>
<p><b>Objective 5.2: Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”</b></p>	<ul style="list-style-type: none"> <li>➤ Engage community stakeholders to provide public feedback on the benefits of Richland County</li> <li>➤ Develop community networks to develop opportunities for public speaking engagements to educate the community on Richland County services and projects for communication 5.2 (1).</li> </ul>	<p><b>Accountability / Ownership:</b>                  Economic Development                  Communications / PIO                  Speakers Bureau                  County Council</p>	<p><b>Beginning FY 2022 – with implementation in phases within 18 months.</b></p> <p><b>Metrics:</b></p>



	<ul style="list-style-type: none"> <li>➤ Identify key audiences, social capital organizations, and partners to determine most effective and frequent communication</li> <li>➤ Ensure messaging is morale-boosting and catered to targeted audiences, and establish proactive media relationships and gather a wide variety of department specific and technical information to communicate through these relationships</li> </ul>		<p>Increased speaking events</p> <p>Establish communications</p>
<p><b>Objective 5.3: Complete and celebrate penny projects to create excitement in the community</b></p>	<ul style="list-style-type: none"> <li>➤ Develop a comprehensive communication strategy for Penny tax projects to include hashtags and taglines for penny uses and penny signs using appropriate funding sources and engage in ribbon cutting events for transportation projects funded through penny programs and engage in public education on what the penny's purpose is Rely on public testimonials for value-add transformation stories. Gather best practices for modeling penny projects statewide</li> <li>➤ Establish a landing page on County website for penny highlights / penny project completion</li> </ul>	<p><b>Accountability / Ownership</b>                  PIO and Transportation Department</p>	<p><b>Begin development FY 2022 with full deployment within 24 months then ongoing updates.</b></p> <p><b>Metrics:</b>                  Completed and celebrated Penny projects</p>
<p><b>Objective 5.4: Develop a community engagement plan development</b></p>	<ul style="list-style-type: none"> <li>➤ Develop a community engagement plan with realistic expectations of potential benefits, including:                         <ul style="list-style-type: none"> <li>○ Develop resident lists for involvement in community engagement plan</li> <li>○ Ensure capitalization on current community conversations for community enhancement</li> <li>○ Create department specific public engagements</li> </ul> </li> <li>➤ Develop method to notify Council members about planned activities and events in their districts.</li> </ul>	<p><b>Accountability/Ownership:</b>                  GCS, PIO,                  All Departments</p> <p>Clerk to Council</p>	<p><b>FY 2022 complete within 12-18 months.</b></p> <p><b>Metrics:</b>                  Developed community engagement plan with community input</p>



<p><b>Objective 5.5: Ensure residents have a clear understanding of what County Government functions are and are not.</b></p>	<ul style="list-style-type: none"> <li>➤ –Establish an educational campaign communicating government functions and positive County attributes to residents, businesses, and partnering organizations</li> <li>➤ Establish communication strategy addressing other entities with the word's "Richland County" in their organization's name to ensure the public knows what is / is not controlled by the Richland County Council.</li> <li>➤ Create staff and Council fieldwork initiatives to enhance visibility and communicate County functions, services, and goals directly to the public (e.g., taking the Government to the people)</li> </ul>	<p><b>Accountability/Ownership:</b>                  PIO                  GCS                  All Departments                  County Administration                  County Council</p>	<p><b>FY 2022 to complete within 18 months and ongoing thereafter</b></p> <p><b>FY 2023 create plan within 12 months.</b></p> <p><b>Metrics:</b>                  Create and complete field initiatives                  Update Richland 101 campaign</p>
---	--	---	---



**GOAL 6 – Establish Operational Excellence**

Goal Objective	Initiative	Proposed Details	Timeline / Metrics
<p><b>Objective 6.1: Establish competitive employee compensation</b></p>	<ul style="list-style-type: none"> <li>➤ Explore a livable wage model for County employees through competitive benchmarks</li> <li>➤ Undertake a compensation study for all County positions that establishes appropriate compensation for specific skills. Rely on market trends, neighboring organizations, and County capabilities to increase competitive salary</li> <li>➤ Develop an implementation strategy using the results of the compensation study in 6.1 (2) to establish a salary growth plan and career progression</li> <li>➤ Implement 6.1 (2) to re-classify key positions and review existing staff salaries</li> <li>➤ Evaluate health insurance and family benefit costs and consider additional benefits for employees</li> </ul>	<p><b>Accountability / Ownership:</b>                      For items 6.1 (1 and 2) County Administration                       County Council                       Human Resources</p>	<p><b>FY 2023 12 months</b>   <b>FY 2022 complete within 12 months</b>   <b>Late FY 2023 then 12 months to develop implementation strategy.</b>   <b>Metrics:</b>                      Reclassified positions                      Established benchmarks                      Metrics for competitive salaries</p>
<p><b>Objective 6.2: Encourage investment in employee and County development</b></p>	<ul style="list-style-type: none"> <li>➤ Determine appropriate staffing levels and implement a workforce development program for County employees. Consider inclusiveness and equitability in hiring and promotions.</li> <li>➤ Establish internships, mentorships, stipends, and grants for workforce growth in Richland County Government to encourage local government employment.</li> <li>➤ Explore alternative methods to recruit and retain high quality talent</li> </ul>	<p><b>Accountability/Ownership:</b>                      County Administration                      County Council                      Human Resources                      Increased staff, internships, and grant opportunities                      Increased promotions</p>	<p><b>FY 2023 12-month development time then develop implementation timeline.</b></p>



<p><b>Objective 6.3: Modernize employee technology</b></p>	<ul style="list-style-type: none"> <li>➤ Perform a technology assessment to prioritize and assess County operational needs.</li> <li>➤ Further develop a cybersecurity program in Richland County Departments</li> </ul>	<p>RCIT All Departments</p>	<p><b>FY 2022 full development by FY 2023 adoption. Implementation 12 months by FY 2024.</b></p> <p><b>Metrics:</b> Cyber upgrades Website redesign Completed Technology Assessment Continued technology modernization efforts</p>
<p><b>Objective 6.4: Address employee related matters to create a more desirable workplace</b></p>	<ul style="list-style-type: none"> <li>➤ Update the Grievance Policy to ensure alignment with current employment policies, procedures, and practices. Review Committee process, procedures, and standard operating procedures to ensure due process in all Committee activities.</li> <li>➤ Create a feedback mechanism for employees to be able to provide opinions and ideas to create an exceptional workplace culture.</li> </ul>	<p><b>Accountability / Ownership:</b> For both 6.4 (1 and 2) County Administration County Council Human Resources</p>	<p><b>FY 2024 budget following 6.1(2) completion.</b></p> <p><b>FY 2023 12-18 month process for all benefits.</b></p> <p><b>Metrics:</b> Established salary growth career Reviewed health insurance and family benefit costs Established employee committee</p>





<p><b>Objective 6.5: Develop metrics of accountability to for the strategic plan to achieve and maintain excellence</b></p>	<ul style="list-style-type: none"> <li>➤ Implement a process of strategic plan management to correspond to the Strategic plan. The plan should ensure timely accountability, completion timeline, and metric submissions for all strategic plan initiative items, and benchmark department functions to ensure strategic plan progress</li> <li>➤ Conduct employee performance evaluations annually.</li> <li>➤ Introduce Standard Operating Procedures (SOPs) for all strategic objectives in Goal 6 to build a body of guiding documents each department can use</li> </ul>	<p><b>Accountability / Ownership:</b>                  County Administration                  County Council                  All Departments</p> <p>Human Resources and                  Department Directors</p> <p>All Departments</p>	<p><b>FY 2023 12 months</b></p> <p><b>Ongoing with updated process and plan within 18 months</b></p> <p><b>Ongoing with implementation of formal process to include review plan and first documents with 24 months</b></p> <p><b>Metrics:</b>                  Complete strategic Initiatives                  Completed employee evaluations                  Benchmarks and SOPs</p>
<p><b>Objective 6.6: Create reporting dashboards</b></p>	<ul style="list-style-type: none"> <li>➤ Implement a performance measurement system to documented progress and history of activities related to County operations that utilizes data and analyze trends for operational efficiency</li> </ul>	<p><b>Accountability / Ownership:</b>                  County Administration                  County Council                  All Departments</p> <p>Clerk To Council</p>	<p><b>Completion of initial process and implementation with by July 1, 2023. This will be an ongoing process.</b></p> <p><b>Ongoing</b></p> <p><b>Metrics:</b>                  Historic trends and data tracking                  Introduce council member updates</p>



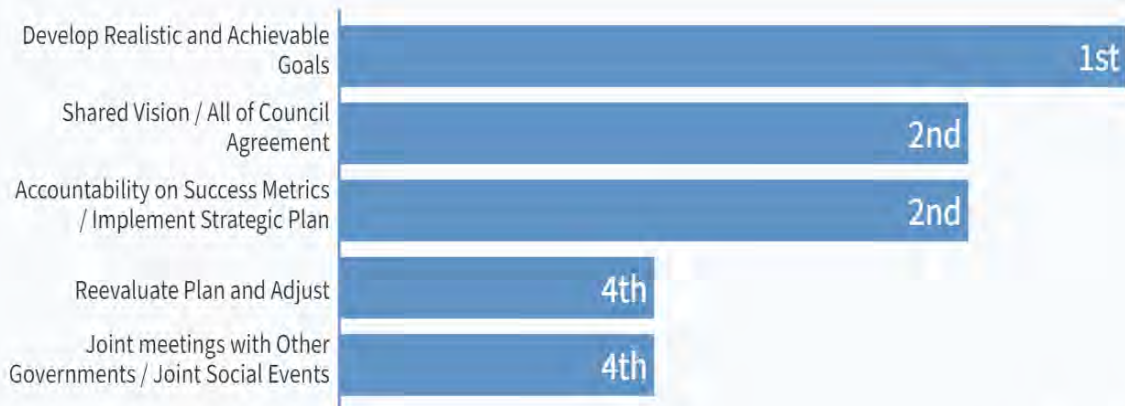
<p><b>Objective 6.7: Address current and future resource needs</b></p>	<ul style="list-style-type: none"> <li>➤ Complete 911 Call Center development</li> <li>➤ Build and complete Family Services Center for DSS and related agencies.</li> <li>➤ Implement timeline and funding proposals as a required information prior to capital project consideration for approval.</li> <li>➤ Create a proposal to address Courthouse facility concerns. Plan should include communication with State and Federal resources for funding to develop a new, multi-purposed Courthouse building. Plan should reflect timeline and requisite steps.</li> <li>➤</li> </ul>	<p><b>Accountability / Ownership:</b></p> <p>County Administration                  Procurement                  RCSD                  County Administration                  Procurement                  Administration                  Finance                  Budget                  All Departments</p>	<p><b>Completion slated for December 31, 2023, and occupancy January 2024.</b></p> <p><b>RFP issuance once funding source is secured. 24-month building estimate.</b></p> <p><b>Development of new plan in FY 2023 fiscal year and ongoing.</b></p> <p><b>Metrics:</b></p> <p>Complete 911 Call Center                  Identify resources                  Quarterly meetings established                  Bond repayment plan completion</p>
<p><b>Objective 6.8: Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion</b></p>	<ul style="list-style-type: none"> <li>➤ Undertake a diversity study to provide necessary data to enable the measurement and success of efforts to further equity, diversity and inclusion.</li> <li>➤ Explore hiring a Chief Equity/Diversity Officer</li> <li>➤ Implement a training program for managers and supervisors that furthers a culture of equity, diversity and inclusion</li> <li>➤ Explore Richland County becoming a member of GARE - Gov't Alliance for Racial Equity</li> </ul>	<p><b>Accountability / Ownership:</b></p> <p><b>Administration</b>  <b>All Department Directors, Managers and Supervisors</b></p>	<p><b>Completion of initial process by December, 31, 2024</b></p>

# APPENDIX A

## Council Priority Polling Results

**GOAL 1 – Foster Good Governance**

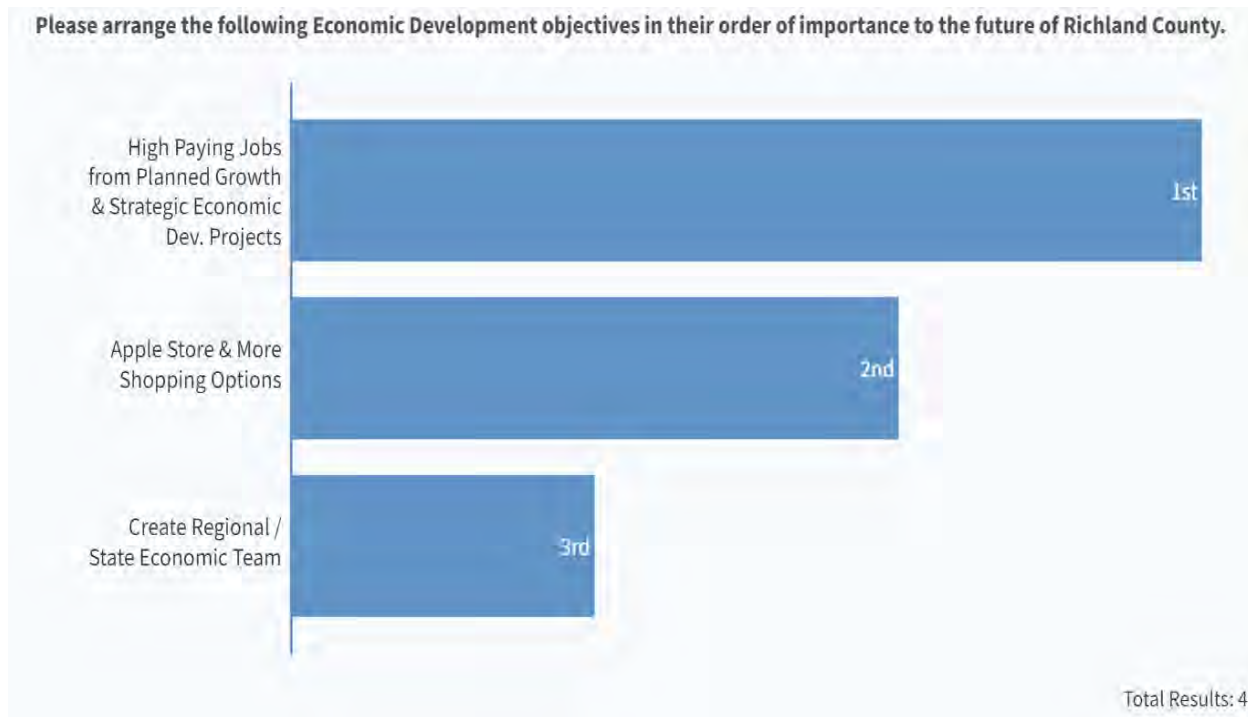
**Please arrange the following Good Governance objectives in their order of importance to the future of Richland County.**



Total Results: 4

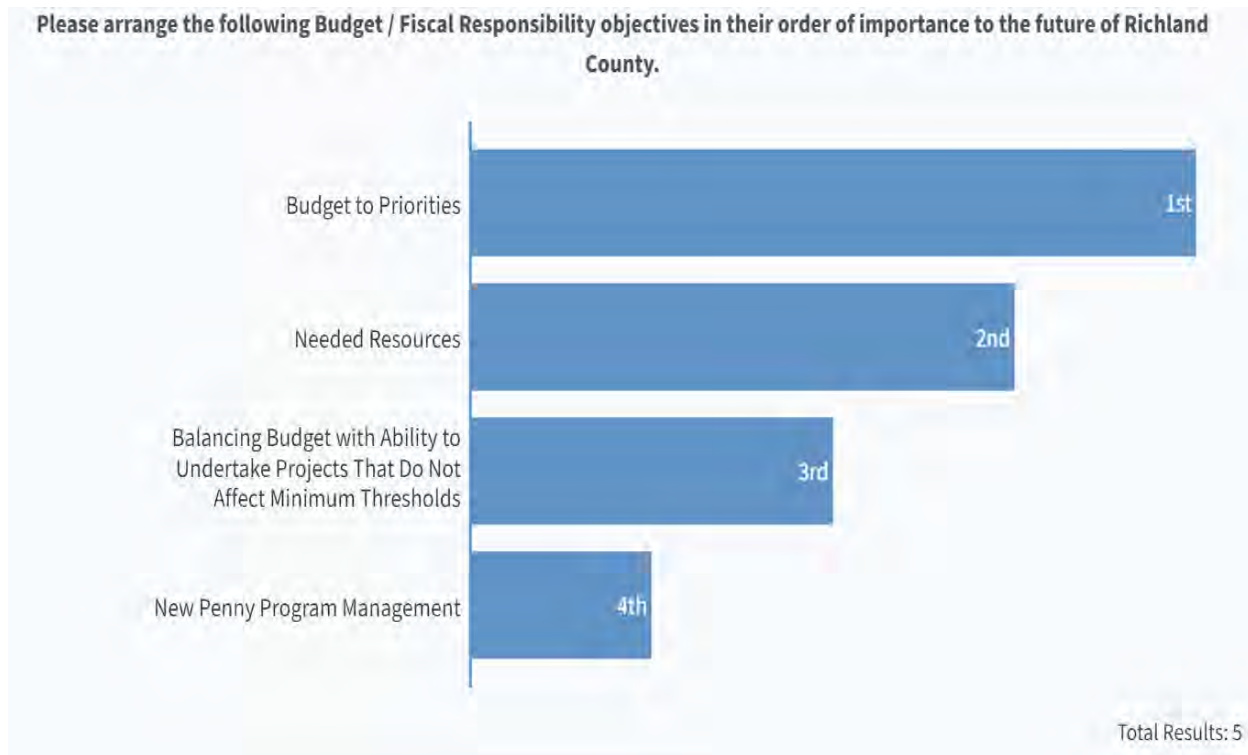
**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

## GOAL 2 – Invest in Economic Development



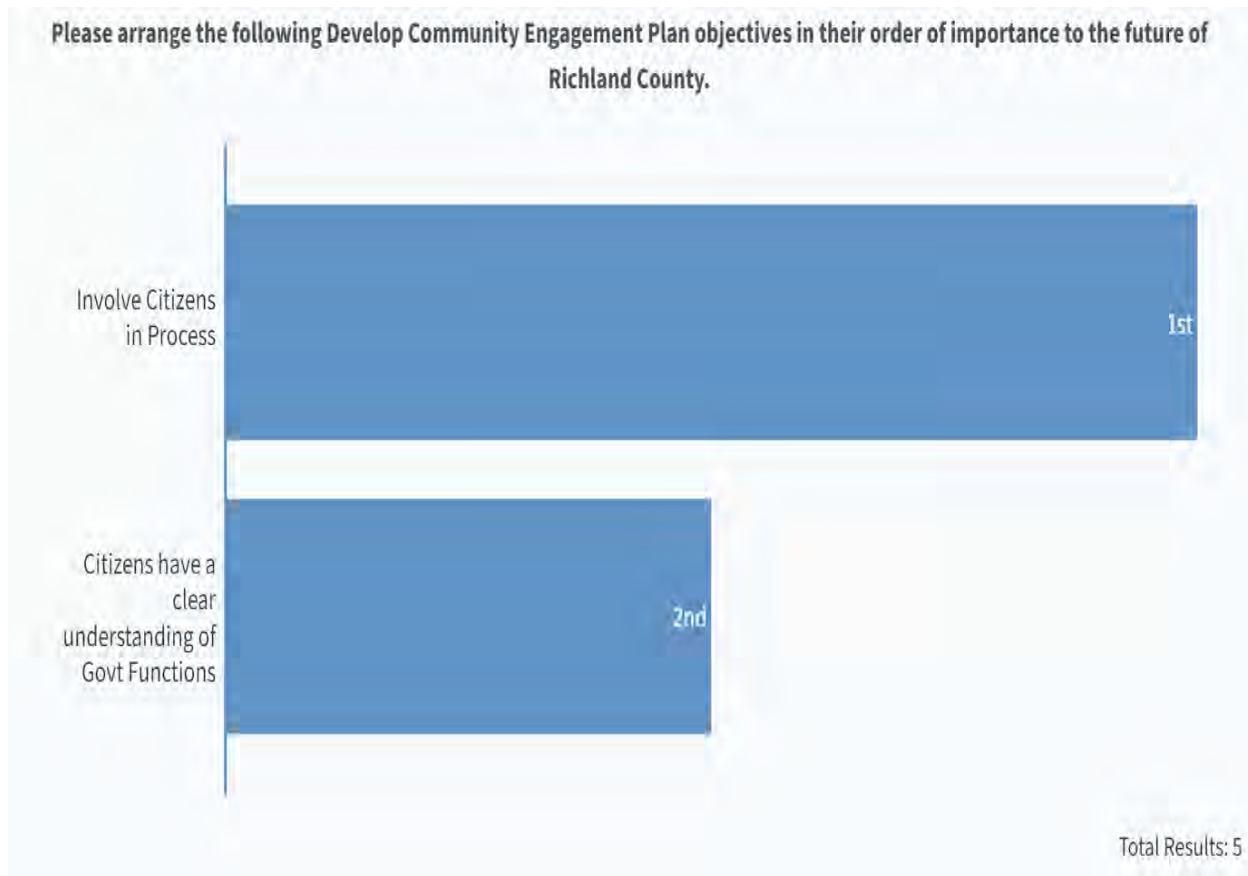
**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

### GOAL 3 – Commit to Fiscal Responsibility



**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

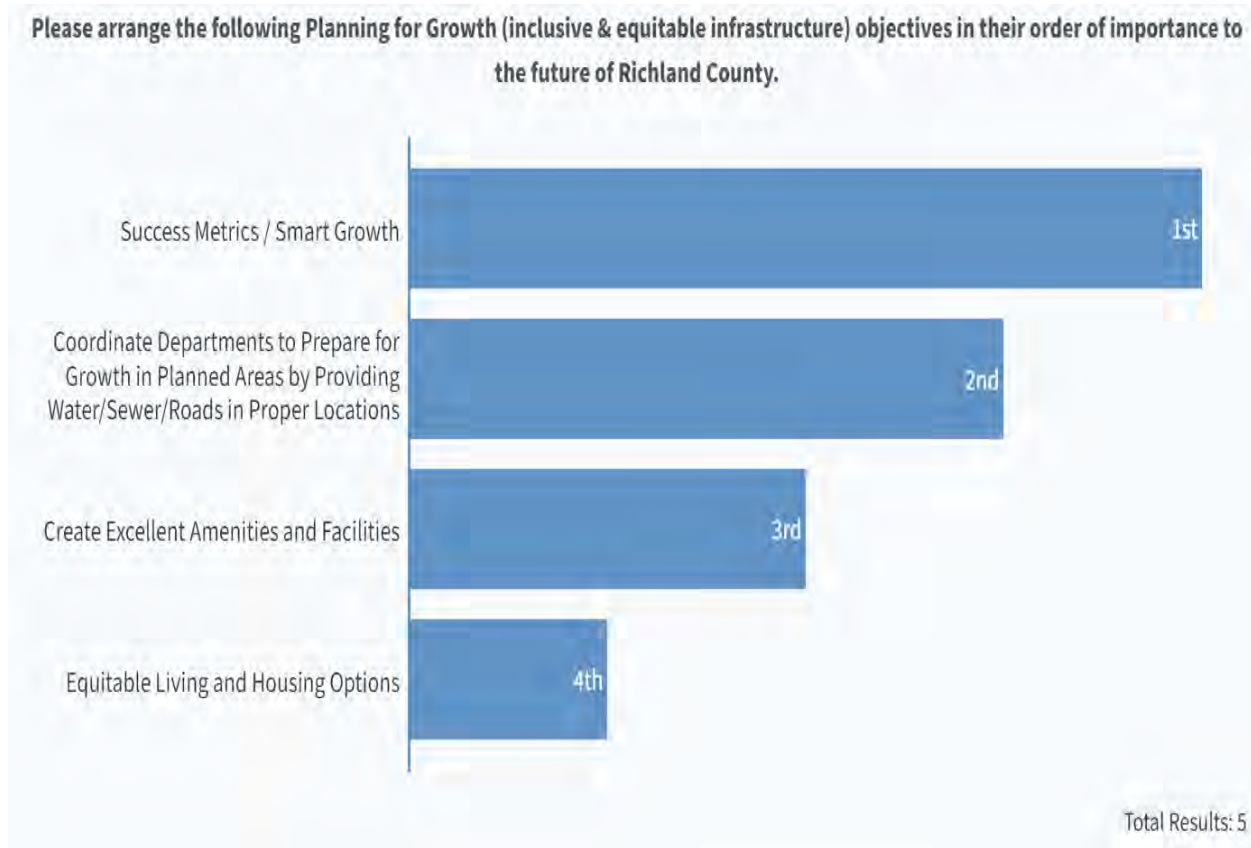
## GOAL 4 – Develop Community Enhancement Plan



**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

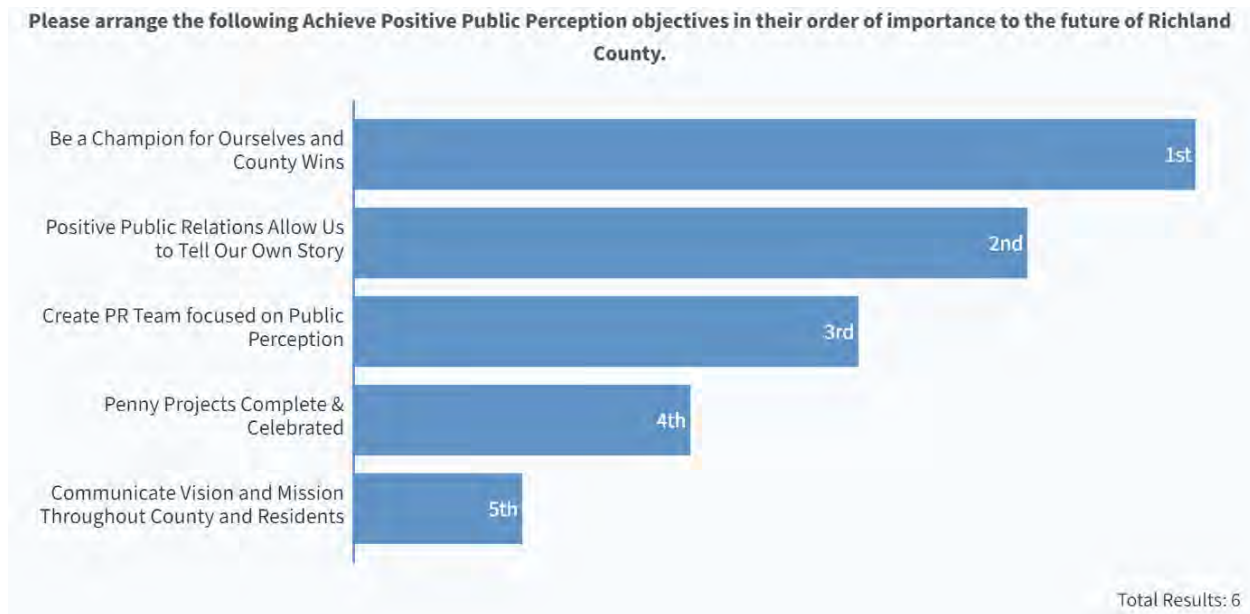


### GOAL 5 – Plan for Growth through Inclusive and Equitable Infrastructure



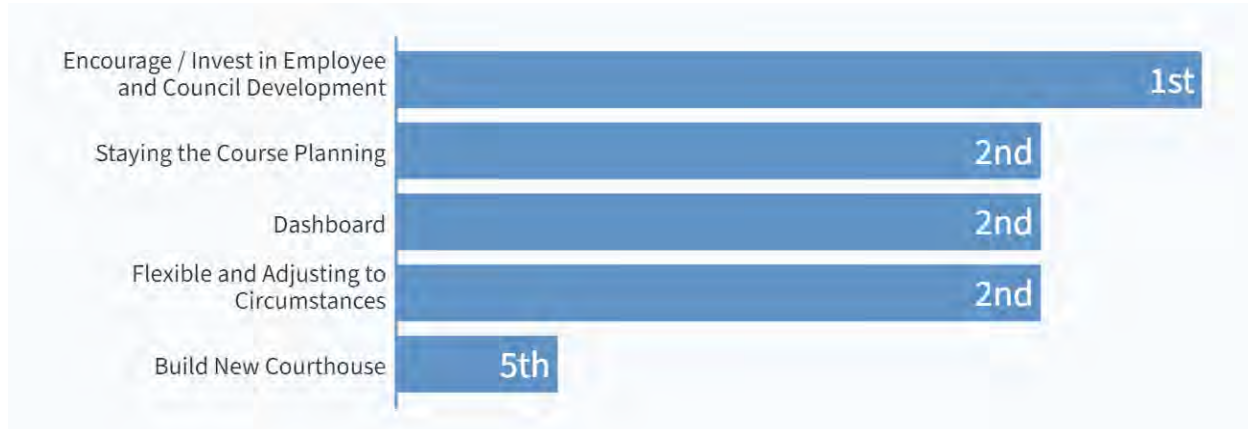
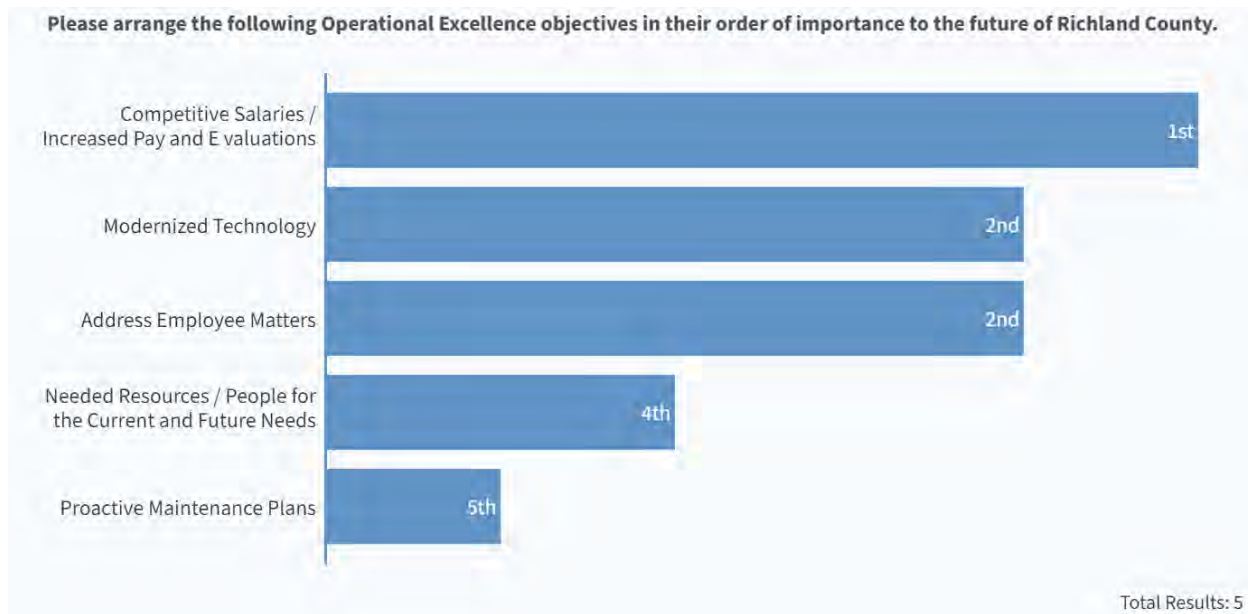
**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

## GOAL 6 – Achieve Positive Public Engagement



**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

## GOAL 7 – Establish Operational Excellence



**NOTE: GOALS AND OBJECTIVES HAVE SLIGHTLY CHANGED SINCE THESE EARLY PROCESS POLLS.**

## APPENDIX B

### Council Member, Director and Staff Focus Group Questions

---

#### Richland County Strategic Plan Questions

##### Group Discussion Topics

- How would you describe your long-range vision for Richland County?
- What do you see as Richland County's most significant challenges? Opportunities?
- What do you consider the County's most significant strengths? Biggest weaknesses?
- Do you have any specific goals you want the County to achieve over the next 3-5 years?
- Do you have any questions for us?

## APPENDIX C

# Strategic Goals from Richland County Economic Development Strategic Plan

## GOAL 1. GLOBAL BUSINESS DEVELOPMENT

*Position Richland County to compete with any community in the nation for high-quality investment and jobs.*

Attracting new investment and jobs to Richland County is essential to expanding the County's tax base. RCEDO has demonstrated its ability to recruit new investment projects in recent years, even during the COVID-19 economic crisis. Richland County is well positioned to continue competing for new jobs and investment due to its County-owned/controlled industrial sites, transportation access (commercial airport, interstate highways, Class I railroads), robust utility infrastructure, multiple institutions of higher education, and financial incentives. Richland County is also a primary cog in a broad network of economic development organizations serving the Columbia region and the I-77 corridor.

Cementing Richland County's ability to compete with any community in the nation for high-quality investment and jobs will require ongoing investments in real estate product and financial tools. RCEDO should also be more proactive in business development and lead generation, including direct outreach to decision-makers in target industries and site selectors.

- 1.1.** Build relationships with real estate brokers and site selectors. The perception survey revealed a gap in awareness among site selectors, especially those located out-of-state, of Richland County. This weakness cannot be fully solved by regional marketing and branding efforts. It will require more direct business development efforts by RCEDO to increase awareness of sites, developments, and investment opportunities in Richland County.
  - 1.1.1.** Build and maintain RCEDO's existing database of national and regional developers, brokers, and site consultants. The database used for the perception survey provides a good foundation.
  - 1.1.2.** Schedule regular trips to call on the site consultants in targeted metropolitan areas, such as Atlanta, Charlotte, Chicago, and Dallas-Fort Worth.
  - 1.1.3.** Host events, periodically, in Richland County that highlight specific assets, such as County-owned sites, buildings, or new projects.
  - 1.1.4.** Continue maintaining and updating data and information of interest to commercial and industrial site selectors on the RCEDO website.
- 1.2.** Generate leads for economic development prospects from nontraditional sources.
  - 1.2.1.** Obtain lease expiration data in competing cities. Send marketing materials to companies headquartered in these markets whose leases are expiring within 24 months.
  - 1.2.2.** Utilize Google Alerts to get news updates on companies in target sectors that are considering expansion, relocation, or consolidation. For instance, create alerts for terms such as "insurance

headquarters relocation.”

- 1.3.** Position Richland County as a desirable landing spot for emerging companies in larger southeastern metros, such as Charlotte and Atlanta.
  - 1.3.1.** Target successful startups in business incubators/accelerators in other markets that are on the cusp of outgrowing their existing spaces and could be positioned for expansion/relocation to Richland County.
  - 1.3.2.** Monitor high-growth, innovative companies in those markets that have recently received venture capital funding.
- 1.4.** Develop potential investment leads through the business and retention (BRE) program.
  - 1.4.1.** Inquire, during BRE visits and events, about existing business vendors and suppliersto uncover supply chain recruitment opportunities in target sectors.
  - 1.4.2.** Include the project manager in BRE visits with major employers.
- 1.5.** Work with Experience Columbia SC and other regional partners to develop a conference and meeting strategy linked to targeted occupations, groups, and industries. This is a strategy recommended in the Deloitte plan.
  - 1.5.1.** Identify industry associations within each target industry and encourage them to consider the Columbia region as a destination for annual events and meetings.
    - Engage talented professionals—conferences and meetings hosted locally are an excellent opportunity—in a conversation about how they can pursue their careers, start a company, or relocate an existing business to the region.
- 1.6.** Continue utilizing financial incentives and tools to compete for new investment, business expansions, and talent. Richland County’s high property tax rate—the third highest average rate in the state—puts the County at a significant competitive disadvantage for large capital investment projects, especially in manufacturing. Consequently, the County must offer generous financial incentives to overcome the property tax disadvantage. The Deloitte plan provided many recommendations related to city, county, and state incentives in South Carolina that could benefit the Columbia region. Two are listed.
  - 1.6.1.** Develop a County incentive more geared toward knowledge economy-based sectors. The Deloitte plan suggests broadening incentive definitions for qualified businesses, full-time equivalent employees, and the term “development” within research and development (R&D) incentives to prioritize knowledge-based businesses and sectors.
  - 1.6.2.** Develop an incentive designed to attract and retain talent in key occupations. Many stakeholders described the difficulty of attracting and retaining skilled and educated science and technology professionals in the Columbia region. Several states and communities have created various forms of financial incentives that involve repayment/subsidies for student loans or housing for new residents who remain in the community for a specified period. Like Columbia, the city of Birmingham, Alabama, struggles to retain and attract skilled technology professionals. In response, the city established a series of talent-focused incentives, including the Talent Investment Program, which supplements employer wages for occupations where demand consistently outstrips supply.
- 1.7.** Continue expanding the quantity and the types of real estate product sought by businesses across sectors. The lack of available industrial sites has long been a challenge to accommodating new large-scale investment in Richland County. In recent years, Richland County has attempted to address this competitive weakness by assertively acquiring industrial and commercial property in the County. As a result of its investment strategy, the County now

owns or controls over 2,300 acres of prime industrial property, spanning three business parks and one site. These properties, especially the 1,349-acre Blythewood Business & Industrial Park, preserve a long-term supply of high-quality industrial land in the County.

**1.7.1.** Work with Richland County Planning & Zoning and municipalities to protect the limited supply of industrial-zoned land in the County. Rapidly expanding housing construction in some areas of the County threatens to encroach on the limited amount of industrial-zoned land. Once industrial land has been rezoned and developed for housing, it is effectively no longer available for industry.

**1.7.2.** Collaborate with local partners and institutions to develop technology corridors in Richland County. Such corridors often seek to combine physical spaces, broadband infrastructure, anchor institutions, amenities, events, networks, and incentives to become a magnet for knowledge-based sectors, businesses, and entrepreneurs. There are numerous examples of such corridor development initiatives around the nation. Some are publicly initiated, and some are privately developed.

**1.8.** Target strategic growth sectors for new and expanded investment. RCEDO's business development program has experienced the most success in targeting the manufacturing, logistics, contact center, and insurance sectors. The Deloitte plan was tasked with analyzing and recommending knowledge-based sectors (financial services, software & information technology [IT] services, healthcare IT, aerospace, biotechnology, and medical devices) and value chain segment intersections (R&D, business operations, manufacturing, distribution, commercial activities, headquarters). TIP recommends RCEDO also pursue the following strategic growth sector opportunities.

**1.8.1. DIGITAL TECHNOLOGY.** The global COVID-19 pandemic will accelerate the demand for more data centers and cloud storage as companies and workers transition to working remotely. Telecommuting will likely be widely embraced as employers and employees become more comfortable with working from home. Virtual meetings will become prevalent as executives and managers recognize that they can reduce travel and still conduct business. Richland County is well positioned to benefit from the increase in demand for cloud storage and data due to its available land, abundant water, and competitive electricity rates.

**1.8.2. FOOD AND BEVERAGE PROCESSING.** The production of specialty foods and beverages remains one of the fastest-growing sectors in the US. Growth in emerging markets and urbanization, increasing consumer focus on health, and increasing demand for convenience foods signal favorable conditions for continuing and even accelerated growth in the food processing sector. Moreover, regardless of economic conditions, people still require food and beverages. Richland County's water and sewer capacity, transportation infrastructure and access, and proximity to major urban areas make it a competitive destination for food and beverage processing.

**1.8.3. MANUFACTURING IT.** COVID-19 is accelerating the swift transition to the Fourth Industrial Revolution (Industry 4.0), which involves the utilization of rapidly advancing digital technologies into production processes. Technologies such as artificial intelligence, process automation, Internet of Things, cybersecurity, big data, additive manufacturing, and augmented reality are completely reshaping the global manufacturing sector. One of the Columbia region's strengths is the manufacturing IT technical expertise present in the region. This not only represents a unique industry strength on which to build, but there is a tangible benefit of helping existing manufacturers in the region become more innovative and resilient.



## GOAL 2. EXISTING BUSINESS RETENTION AND EXPANSION

*Foster a more resilient, innovative, and dynamic base of existing businesses in the County.*

A strong business and retention (BRE) program is the foundation of any economic development program. Research from the US government has shown that the bulk of job flows result from the expansions and contractions of existing businesses. An effective BRE program is especially crucial in the current economic crisis caused by the COVID-19 pandemic. RCEDO's immediate priority is to help businesses survive until normal economic activity resumes. For example, RCEDO distributed 500 thermometers to existing businesses to help make their facilities safer for workers and customers. Ensuring the long-term success of existing companies also aids business attraction, as firms considering relocation options will often talk to existing firms in the community.

RCEDO's existing business program seeks to be a general resource for employers, helping to coordinate help and resources to companies needing assistance. The program primarily focuses its outreach to businesses in the manufacturing and logistics sectors. Other components of the BRE program include a business visitation program, a wage survey, business-to-business (B2B) original equipment manufacturer (OEM)/supplier matchmaking events, and hosting industry council meetings. This plan advocates for building a more robust BRE program by raising its profile among the business community, expanding outreach to knowledge-based sectors, creating a business visitation questionnaire, publishing a regular BRE report, and capturing business development intelligence through interactions with existing businesses.

- 2.1.** Raise the profile of the BRE program within the region's business community.
  - 2.1.1.** Establish an identifiable brand name for the program that resonates within the business community. The Charleston County Business Concierge Program is an example of such a branded program. Creating a unique brand name will make the program more recognizable within the business community and will hopefully result in greater participation. It also reinforces the message that RCEDO values existing businesses and is not solely focused on recruiting new companies.
  - 2.1.2.** Organize reoccurring events throughout the County that bring in multiple businesses, especially in the same industry or at the same size. For example, hold off-site information and networking events at locations where multiple business are located, such as a business park or an office building. Such events could feature guest speakers, refreshments, and information about RCEDO's existing business program services.
  - 2.1.3.** Create a quarterly BRE report that highlights the program's activities, summarizes discernable trends, and communicates local business success stories.
  - 2.1.4.** Communicate success stories that result from BRE visits. Such successes might not translate directly to new job creation or increased capital investment, but they can still be quite valuable to existing businesses. Examples could include assistance with permitting, workforce training, or infrastructure challenges.
  - 2.1.5.** Report on local business success stories via RCEDO's social media accounts.
  - 2.1.6.** Feature testimonials from business executives whom RCEDO has assisted on its website, in reports, and in social media.

- 2.2.** Bolster the business visitation program to build relationships with major employers. The visits should be structured to gauge the abilities and needs of local businesses and to educate them about resources and services offered by the County.

- 2.2.1.** Continue the annual goal of meeting with 100 businesses in the County.
- 2.2.2.** Maintain a virtual business visitation program until the COVID-19 health crisis recedes.
- 2.2.3.** Create a brief questionnaire for use during business visitation that captures a base set of standard information and metrics that are consistently captured and entered into the customer relationship management (CRM) database. The meeting, however, should not be guided by scripted questions. Moreover, if meeting with the business owner/chief executive, avoid questions that can be answered from a secondary source or by someone else in the company. Basic questions should inquire about these topics.
  - ☐ Business climate concerns.
  - ☐ Training and technical assistance needs.
  - ☐ Employment growth/contraction over the past year and future hiring plans.
  - ☐ Site/facility expansion plans.
  - ☐ Industry trends.
  - ☐ Primary markets served (domestic and foreign).
  - ☐ Supply chain opportunities (that could be filled by local companies or through new recruitment).
  - ☐ Adoption and utilization of new technologies in production processes (e.g., artificial intelligence, big data, cybersecurity, augmented and virtual reality, robotics and automation, additive manufacturing/3D printing, cloud computing, and the Internet of Things).
- 2.2.4.** Act as a concierge to priority businesses to help them navigate processes within other County departments.
- 2.2.5.** Establish relationships with employers headquartered outside of Richland County by meeting face-to-face with headquarters executives.
- 2.3.** Expand the pool of existing businesses that RCEDO has interacted with in the past.
  - 2.3.1.** Identify companies in the County that serve external markets or are suppliers/service providers to existing businesses.
  - 2.3.2.** Broaden contacts and interactions with companies in knowledge economy-based sectors, such as financial services, life sciences, and information technology.
  - 2.3.3.** Increase efforts to reach out to women-owned firms and minority-owned firms, many of which are facing greater challenges through the current economic downturn than other businesses.
  - 2.3.4.** Use recent County emergency COVID-19 grant and loan funding applications as a source of up-to-date business intelligence to target programs and support to local companies with the greatest needs.
  - 2.3.5.** Connect with businesses outside of the urban core, especially in unincorporated areas of the County.
- 2.4.** Prepare and administer an annual online “take the pulse” business survey as a means of keeping in touch with local businesses and documenting specific needs or expansion plans. This survey would supplement the

information and data generated by in-person visits. Include questions on the survey for employers regarding their attitudes toward the business climate, talent availability, and workforce quality in Richland County.

## GOAL 3. COMMUNICATIONS AND MARKETING

*Engage in a comprehensive campaign to raise awareness of Richland County's advantages and RCEDO's successes.*

A common theme that was heard from stakeholder input was the need to do a better job of increasing awareness of the region and telling success stories. In addition, one of the central findings from the site selector perception survey was that the region lacked an identifiable brand that competitors like Charleston and Greenville enjoy. Moreover, some out-of-state site selectors were not able to associate Richland County with the Columbia region. RCEDO has not traditionally engaged in high-profile marketing efforts, either on behalf of Richland County or itself. The RCEDO team does not currently include a position focused on communications and marketing. While RCEDO should continue to utilize Central SC Alliance as a primary partner for regional economic development marketing, it should take a more active role in crafting a regional brand and increasing awareness of Richland County among target industry decision-makers and site selectors.

In addition, RCEDO should more assertively tell its own story within the region, including its business attraction, retention, and expansion successes. Making the citizens and the business community of Richland County more aware of its contributions to economic growth and prosperity will generate greater support for economic development. Another need is informing and educating County-elected leadership about RCEDO's mission, activities, and achievements. This will require more frequent engagement with Council members, collectively and individually.

As currently structured, RCEDO does not have the capacity to pursue any substantial marketing and communications activities. Therefore, the organization will need to add a dedicated communications and marketing specialist to the team. This recommendation is discussed in the Internal Structure section of this plan.

**3.1.** Establish a digital marketing campaign to highlight Richland County's economic development advantages and success stories. Develop baseline digital marketing tools and engage in regular digital marketing activities, including the following.

- ☑ Infographics created to visually highlight the County's core assets and advantages.
- ☑ Periodic LinkedIn Pulse articles that describe the County's competitive business advantages, using interviews with existing businesses to tell their stories.
- ☑ Weekly Facebook, LinkedIn, and Twitter posts linking to the Pulse article.
- ☑ Brief YouTube videos created to highlight what makes Richland County a great community for businesses and residents.

**3.2.** Be more assertive in telling success stories that resulted from RCEDO efforts.

**3.2.1.** Publish a quarterly newsletter that highlights RCEDO activities and success stories.

**3.2.2.** Pursue a public relations and communications campaign targeting regional and state media outlets.

- ☑ Cultivate and maintain relationships with regional and state media outlets.
- ☑ Pitch story ideas and share current news with the aim of generating more coverage for RCEDO and Richland County.

- Broadcast business successes in state and regional publications through press releases and editorials.
- 3.2.3.** Organize and host an annual business appreciation event.
  - Highlight local business achievements and enlist County-elected leaders to give awards to local businesses in different categories.
- 3.3.** Assume a higher profile in regional meetings, conferences, and gatherings.
  - 3.3.1.** Seek public-speaking opportunities for the director and the deputy director.
  - 3.3.2.** Consider high-profile sponsorship opportunities that highlight RCEDO.
- 3.4.** Work with the County administration to identify new opportunities for the director and the deputy director to interact with council members outside of routine project update presentations.
  - 3.4.1.** Provide an orientation for newly elected council members about RCEDO strategic priorities, initiatives, activities, and successes.
  - 3.4.2.** Make a regular presentation to the Richland County Council during retreats.
- 3.5.** Partner with allies to enhance and promote the region's economic development brand.
  - 3.5.1.** Encourage allies to develop a regional economic development brand that more directly connects to Columbia. This would address a finding from the site selector survey that Richland County and central South Carolina lack an easily identifiable image and brand outside of the state.

## GOAL 4. STRATEGIC AREAS OF INFLUENCE

*Commit targeted resources and work with regional allies to support workforce development, entrepreneurship, community development, and economic equity in the region.*

Beyond the main goals of business development, BRE, and marketing, there are several other critical issues that economic development organizations often address. However, with a relatively small staff and constrained operational funds, RCEDO is limited in its practical ability to programmatically impact needs such as workforce development, entrepreneurship and innovation, community development, and economic equity. There are other departments and organizations in the region that specialize in these areas. Still, as the chief economic development organization in the County and a crucial participant in the Columbia region, RCEDO does have a role to play. It might be an indirect role that involves financial support for outside initiatives or participating in regional efforts organized around these integral issues.

**4.1. EQUITABLE AND INCLUSIVE GROWTH.** Traditionally, equitable growth and development have been viewed as the responsibility of the community development and workforce development departments within public agencies; however, this notion is changing. The rising social justice movement, as well as the disproportionate impact of the COVID-19 crisis on vulnerable populations, has caused the economic development profession to take a more active and deliberate approach to expanding opportunity for people of color. Full participation of people of color in the economy is associated with greater economic prosperity for everyone. Recent research commissioned by the W.K. Kellogg Foundation indicates that \$325 billion could be added to state and local tax revenues in the US by increasing the earnings of people of color.<sup>2</sup> The following strategies offer ways for RCEDO to address inclusion and equity more fully in its program.

- 4.1.1.** Coordinate with multicultural organizations in the Columbia region to provide targeted information for businesses owned by women and people of color.

- ❑ Research indicates that these small business owners face structural exclusion from traditional sources of capital and aid packages, including the US Small Business Administration (SBA) Paycheck Protection Program.

- 4.1.2. Consider the use of community benefit agreements (CBAs) for large-scale developments or major business attraction in Richland County. CBAs require businesses and developers to commit to providing benefits to economically distressed communities so that residents are not displaced from their neighborhoods and are able to access economic opportunities that the new employer or development will provide. Examples of benefits include commitments to job training and hiring, living wages, affordable housing, transit integration, and philanthropic giving to local communities.
- 4.1.3. Track social and economic demographics of participants in RCEDO's programs and events. Set goals for increasing diversity among participants. RCEDO should also hold events in areas of the County so that a more diverse set of business owners and residents are able to participate.
- 4.1.4. Highlight businesses owned by women and people of color in marketing materials and through digital marketing channels to increase awareness and promote their successes.
- 4.1.5. Work with regional partners to disaggregate social and economic indicators by race and income levels to show how vulnerable populations are faring in comparison to other segments of the population. Such indicators could include the following parameters.
  - ❑ Broadband access by neighborhood.
  - ❑ Eviction rates.
  - ❑ Household composition by educational attainment.
  - ❑ Transfer payment recipients.
  - ❑ Employment in occupations paying a living wage.
  - ❑ Better understanding of specific needs, such as childcare.

**4.2. WORKFORCE.** Access to talent continues to be the top site selection factor for companies planning new facilities, expansion, and/or relocation. According to The Conference Board's annual survey, the top internal issue concerning chief executive officers (CEOs) and C-Suite leaders is attracting and retaining top talent at all levels of their companies.<sup>3</sup> Talent availability outranks other issues, including adaptation to disruptive technology and cost reductions. Consulting team interviews with Richland County employers reinforced that workforce is a vital economic development issue in the Columbia region. Indeed, workforce is one of the four pillars of the Deloitte Development *Columbia's Economic Development Action Plan*, which recommends a substantial number of workforce, training, and education strategies for the region's large network of organizations and institutions engaged in this pillar to implement. RCEDO's immediate role in addressing workforce is focused primarily on connecting employers with available assistance and resources, financially supporting local initiatives, and helping to anchor transitioning military personnel in the region and connecting them with employers.

<sup>2</sup> Ani Turner. W.K. Kellogg Foundation. "Business Case for Racial Equity—July 2018." <https://www.wkcf.org/resource-directory/resource/2018/07/business-case-for-racial-equity>.

<sup>3</sup> Charles Mitchell, Ilaria Maselli, Rebecca L. Ray, and Bart van Ark. The Conference Board. *C-Suite Challenge™ 2020: Risks, Opportunities, and Hot-Button Issues*. January 2020. <https://conference-board.org/research/csuitechallenge/C-Suite-Challenge-2020>.

- 4.2.1. Support the talent recruitment efforts of major employers by providing them with marketing resources that effectively promote Richland County to potential employees. Marketing materials should cover topics of interest, including housing, education, entertainment, and recreation.
- 4.2.2. Engage directly, through the BRE program, with regional employers to identify specific talent and workforce initiatives and connect them with state and local assistance and resources.
- 4.2.3. Continue to financially support innovative talent initiatives such as Create Opportunity Columbia.
- 4.2.4. Connect military personnel separating from service in the region with local employers. This aligns with the Deloitte plan recommendation to form a metro area military employment partnership.
  - ❑ Work with regional economic development and workforce partners to create a Fort Jackson Veterans Inventory Initiative for soldiers transitioning from Fort Jackson to civilian life. See the case study in Appendix C for a description of the veterans inventory initiative at Fort Hood, Texas.
  - ❑ Adopt innovative models from other regions focused on connecting veterans to employment with critical employers and in strategic growth areas for the County. Examples include the Amazon Veteran Technical Apprenticeship program in Northern Virginia and the Camo2Commerce initiative from the Pacific Mountain Workforce Development Council.

### FORT HOOD REGION VETERANS INVENTORY INITIATIVE

In 2006, the city of Killeen, Texas, and the Greater Killeen Chamber of Commerce (GKCC) partnered with TIP Strategies to craft a regional plan (named Operation Economic Transformation) that would reduce the region's military-related economic dependency while simultaneously building on the region's growth opportunities associated with Fort Hood. One outcome of this plan was the creation of the Fort Hood Region Veterans Inventory Initiative (FHRVII) survey, which continues to be administered on a quarterly basis. FHRVII captures information from soldiers who are about to separate from the military. The survey asks questions about their educational levels, skills, post-separation career plans for them and their spouses, and suggestions to improve the area's quality of place. Once the results are compiled, the results are sent to local partners so that they can highlight the incoming talent pool for economic development marketing and in responding to investment request for proposals (RFPs). Inspired by GKCC's efforts, Joint Base San Antonio (JBSA) began its own survey in 2018, modeled after the FHRVII, and recently completed its third assessment.

Source: <https://www.hotda.org/veterans-inventory-initiative>.

**4.3. ENTREPRENEURSHIP AND INNOVATION.** Building a more robust and competitive regional entrepreneurship and innovation ecosystem is also one of the four pillars in the Deloitte plan for the Columbia region. As the County and the region seek to create a more diversified and dynamic economic base, it is crucial to establish an environment and the support structures that enable entrepreneurs to thrive and businesses to innovate. RCEDO should continue its efforts to strengthen ties and collaboration with higher education and to also connect entrepreneurial companies with resources and expertise.

- 4.3.1. Deepen collaborations and ties with area colleges and universities.
  - ❑ Align business attraction and retention efforts in knowledge-based sectors with research priorities and capabilities at the University of South Carolina and other R&D organizations in the region.
  - ❑ Continue enlisting the support and expertise of university researchers and officials with



appropriate investment prospects.

- 2 Continue providing financial support to university-led accelerator programs.

- 4.3.2.** Assist entrepreneurial companies, through the BRE program, to scale-up by connecting them with local and state resources and expertise.
- 4.3.3.** Tell entrepreneurial success stories. An important component of building an entrepreneurial culture is making residents aware of how entrepreneurship can help to drive the economy. This message is best communicated by raising awareness of business success stories, both internally and in target markets.
- 4.3.4.** Support youth entrepreneurship programs at local school districts to foster a culture of innovation and cultivate an entrepreneurial spirit. Entrepreneurship education is especially pressing for helping the County’s low-income and minority youth to develop skills and knowledge that will support their future successes and benefit their communities.
  - ☐ The National Consortium for Entrepreneurship Education provides resources and technical assistance for entrepreneurial education. (<http://www.entre-ed.org/>)

**4.4. COMMUNITY DEVELOPMENT AND PLACEMAKING.** The attraction and retention of businesses alone is not enough to make communities into vibrant destinations where people can live, work, and thrive. Increasingly, the economic development community is focused on quality of place—a more holistic conception of a community’s attractiveness and livability that integrates physical space, cultural amenities, and social experiences. Quality of place is essential to creating dynamic and vibrant communities, and placemaking is the process of creating quality places. Successful placemaking is vital to effective business development and talent attraction. For example, COVID-19 has accelerated the trend of remote working. As people are more able to work remotely, their choices about where to live are made not about where their companies are located, but instead about what lifestyle they want to have. To this end, RCEDO should work with the Richland County Planning and Development Department to ensure that the County’s economic development, land use planning, and placemaking efforts are aligned and mutually supportive.

- 4.4.1.** Reestablish a regular quarterly meeting between RCEDO and the Richland County Planning and Development Department to exchange updates and collaboratively identify where and what types of future industrial, mixed-use, and commercial development should be targeted.
- 4.4.2.** Work with Richland County Planning and Development Department and municipalities to protect the decreasing supply of industrial-zoned land in the County. (See Strategy 1.7.1.)
- 4.4.3.** Highlight Richland County’s quality-of-place assets (e.g., cultural, entertainment, historic, natural, recreational, events) within business development marketing materials.
- 4.4.4.** Encourage private developers to incorporate place-based amenities into new employment center developments.



## **REQUEST OF ACTION**

**Subject:** FY23 - District 1 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$50,000** for District 1.

### **B. Background / Discussion**

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY23, Regular Council Meeting – June 7, 2022:** Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 1 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$274,400
Town of Irmo- Okra Strut	\$ 50,000
<b>Total Allocation</b>	<b>\$ 50,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$306,825</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY23 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

### **B. Background / Discussion**

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY23, Regular Council Meeting – June 7, 2022:** Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$175,400
Entertainment In The Village Concert Series	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$252,825</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.