

RICHLAND COUNTY

REGULAR SESSION

AGENDA

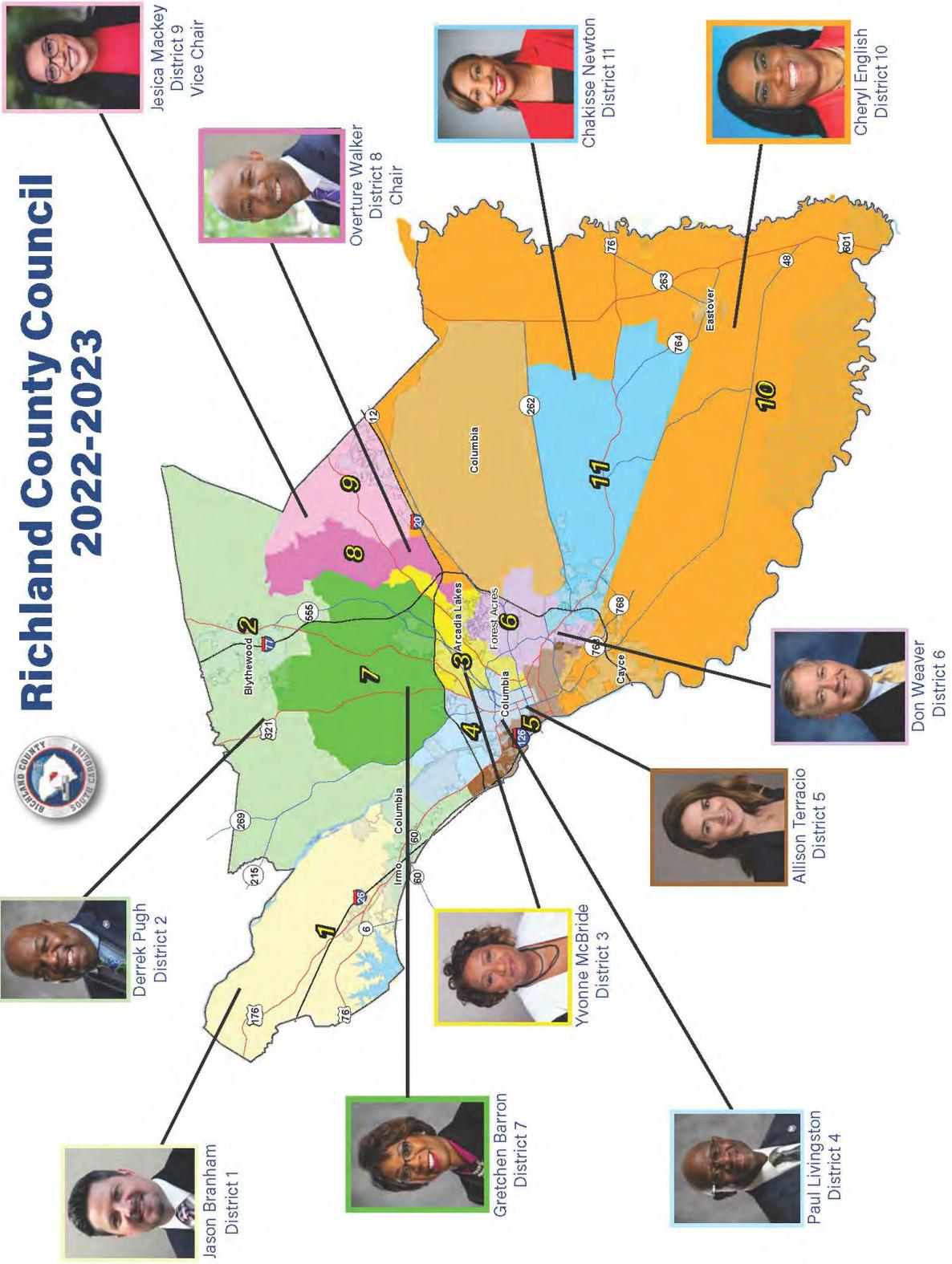


TUESDAY APRIL 04, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023



Derrek Pugh
District 2

Jason Branham
District 1

Gretchen Barron
District 7

Yvonne McBride
District 3

Allison Terracio
District 5

Paul Livingston
District 4

Don Weaver
District 6

Overture Walker
District 8
Chair

Jessica Mackey
District 9
Vice Chair

Chakisse Newton
District 11

Cheryl English
District 10



**Richland County
Regular Session**

AGENDA

April 04, 2023 - 6:00 PM
Council Chambers

2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

 - a. ROLL CALL
2. **INVOCATION**

The Honorable Paul Livingston
3. **PLEDGE OF ALLEGIANCE**

The Honorable Paul Livingston
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation recognizing the 2023 South Carolina Division I 10U Boys State Champions The Honorable Chakisse Newton
 - b. A Proclamation recognizing the retirement of Ms. Gayle Aycock The Honorable Allison Terracio
 - c. A Proclamation recognizing April 3-7, 2023 as the Week of the Young Child The Honorable Jesica Mackey
5. **PRESENTATION OF RESOLUTION**
 - a. A Resolution recognizing April as Child Abuse Prevention Month The Honorable Jesica Mackey
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Overture Walker
The Honorable Cheryl English
The Honorable Chakisse Newton
6. **APPROVAL OF MINUTES**

The Honorable Overture Walker

 - a. Regular Session: March 21, 2023 [PAGES 10-17]

b. Zoning Public Hearing: March 28, 2023 [PAGES 18-21]

7. **ADOPTION OF AGENDA**

The Honorable Overture Walker

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

Patrick Wright,
County Attorney

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

9. **CITIZEN'S INPUT**

The Honorable Overture Walker

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

10. **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.)

11. **REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,
County Administrator

a. Items for Consideration: [PAGES 22-77]

1. Planning Commission Recommendations – Land Development Code Map and Text Amendments [PAGES 24-25]
2. Land Development Code Community Meetings
3. Ag + Art Tour
4. Alvin S. Glenn Detention Center (ASGDC) [PAGES 26-77]

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

Anette Kirylo,
Clerk of Council

13. **REPORT OF THE CHAIR**

The Honorable Overture Walker

14. **APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Case # 22-040MA
Mark Meadows
RU to GC (1.00 Acres)
311 Killian Road
TMS # R14781-04-10 [SECOND READING] [PAGES 78-79]
- b. Case # 23-001MA
Heather Bounds
M-1 to RS-HD (77.78 Acres)
N/S Hard Scrabble Road
TMS # R17301-02-01 [SECOND READING] [PAGES 80-81]

- c. Case # 23-002MA
James Stenbridge
PDD to RS-LD (4.01 Acres)
110 Jacobs Mill Pond Road
TMS # R25810-03-08 [SECOND READING] [PAGES 82-83]
- d. Case # 23-003MA
Wesley Slice
RU to GC (4 Acres)
1000 W Shady Grove Road
TMS # R02600-06-16 [SECOND READING] [PAGES 84-85]
- e. Case # 23-004MA
Carlos Hart
RS-MD to GC (0.31 Acres)
7011 Frost Ave
TMS # R07614-01-10 [SECOND READING] [PAGES 86-87]
- f. Case # 23-006MA
Ross P. McClary
PDD to RU (3.00 Acres)
11447 & 11451 Garners Ferry Rd
TMS # R35200-09-10 and 38 [SECOND READING]
[PAGES 88-89]
- g. Economic Development - Partial Closure of Locklier Road
[PAGES 90-96]
- h. Utilities - Southeast Sewer Master Plan [PAGES 97-113]
- i. Department of Public Works - Roads & Drainage Maintenance
Division - Purchase of Vactor Truck [PAGES 114-120]
- j. Animal Services - City of Columbia Intergovernmental
Agreement Renewal [PAGES 121-132]

15. SECOND READING ITEMS

The Honorable Overture Walker

- a. Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Project Osmium; and other matters related thereto [PAGES 133-136]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Armitage; identifying the project; and other matters related thereto [PAGES 137-138]

- 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 Armitage to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 139-172]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

- 1. Board of Zoning Appeals - Four (4) Vacancies [PAGE 173]

- 1. Sheila Harris
- 2. John Gwinn
- 3. Stanley Panford

- 2. Township Auditorium - 1 [PAGE 174]

- 1. Sara Caudle
- 2. Henry Batts
- 3. Sheila Harris
- 4. DeAnta Reese
- 5. Tuesday Duckett
- 6. Carlos Gibbons, Jr. [Incumbent]

b. ITEMS FOR DISCUSSION/ACTION

- 1. Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember should make an effort to attend those interviews. (January 3, 2023) [PAGE 175]
- 2. Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process. Appointments are done based on skills and knowledge. (January 3, 2023) [PAGE 176]

18. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE

The Honorable Jesica Mackey

- a. Grant Funding Amount for FY24 Budget [PAGES 177-184]

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Mitigation Bank Credit - D.R. Horton, Inc. - Westport Phase 2 Development [**PAGES 185-189**]
- b. Mitigation Bank Credit - Fire Tower Road [**PAGES 190-194**]
- c. Mitigation Bank Credit - River Falls at Tega Cay [**PAGES 195-199**]
- d. Use of Project Reserve for Paved Road Resurfacing in FY23/24 [**PAGES 200-206**]

20. OTHER ITEMS

The Honorable Overture Walker

- a. FY23 - District 4 Hospitality Tax Allocations [**PAGES 207-208**]
 - 1. Lower Richland Sweet Potato Fest -\$5,000
- b. FY23 - District 8 Hospitality Tax Allocations [**PAGES 209-210**]
 - 1. Richland County Recreation Foundation - \$5,000
- c. FY23 - District 11 Hospitality Tax Allocations [**PAGES 211-212**]
 - 1. Lower Richland Sweet Potato Fest - \$20,000
 - 2. Historic Columbia- Modejeska Simpkins House - \$10,000
 - 3. Riverbanks Zoo - \$10,000
- d. A Resolution to appoint and commission Kiera Williams as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGE 213**]

21. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

22. MOTION PERIOD

- a. I move that council direct the County Administrator to report to council by April 31 as to plans for reducing or removing COVID-19-related barriers between the public and those providing services or conducting government business at county facilities with specific direction to complete the removal of the plexiglass-like enclosures in front of and in between the seats of the dais in the county council chambers and the plexiglass-like enclosures around the speaker’s podiums (podia) in the chambers by May 12, 2023. The Honorable Jason Branham
- b. I move that County Council adopt the 2021 Land Development Code text amendments and the zoning map recommended by the The Honorable Jason Branham

planning commission by unanimous vote on November 7, 2022, to take effect on the effective date of the full 2021 Land Development Code text and associated maps.

23. 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

March 21, 2023 – 6:00 PM
Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Tamar Black, Susan O’Cain, Jeff Ruble, Ashiya Myers, Abhijit Deshpande, Crayman Harvey, Stacey Hamm, Chelsea Bennett, Sarah Harris, Callison Richardson, Dante Roberts, Geo Price, Lori Thomas, Quinton Epps, Bill Davis, Todd Money, Bryant Davis, and Ty Davenport

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

2. **INVOCATION** – The Honorable Gretchen Barron led the Invocation.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jessica Mackey.

4. **PRESENTATION OF PROCLAMATIONS**

a. A Resolution recognizing the life of local activist Kevin Alexander Gray – Ms. Barron moved to adopt a resolution recognizing the life of local activist Kevin Alexander Gray, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

Ms. Tamar Black, Assistant to the Clerk of Council, read the resolution into the record.

Mr. Pugh thanked his colleagues for their support of this resolution. He noted Mr. Gray was a community pillar and an outstanding businessman.

b. A Proclamation recognizing the retirement of Brenda J. Dail [McBRIDE] – Ms. Black read the proclamation into the record.

c. A Proclamation recognizing March as Bleeding Disorder Awareness Month [BRANHAM, TERRACIO, BARRON, MACKEY, McBRIDE, and ENGLISH] – Ms. Black read the proclamation into the record.

POINT OF PERSONAL PRIVILEGE – Mr. Walker recognized Ms. Jeanette McBride, Clerk of Court, who was in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. McBride recognized Dr. Ernest McNealy, President of Allen University, who was in the audience.

5. **PRESENTATION**

a. Conservation Commission – FY23-24 Annual Plan – Mr. John Grego, Richland County Conservation Commission Chairman, gave a brief overview of the commission’s FY23-24 Annual Plan.

- ♣ Created by ordinance in 1998
- ♣ 11 appointed commissioners
- ♣ Promote the protection of the county’s natural, historical, and cultural resources and promotes nature-based recreation and heritage tourism
- ♣ Significant natural, cultural, and historic resources: *Lower Richland Tourism Plan, Feasibility of Stream and Wetland Restoration Alternatives for Walden Pond, Richland County Cemetery Survey, Richland County Historical Resources, Richland County Green Infrastructure GIS Survey, and Additional property management and strategic planning documents.*

Regular Session
March 21, 2023

- ♣ Funding Source: ½ mill Special Revenue Fund, Conservation Commission grants (\$250k), and General Fund Transfer In (\$143,988)
- ♣ Recommendations for Development:
 - Historic Markers
 - Conservation easement monitoring, evaluation, and acquisition
 - Land Management of approx. 3800 acres, including Mill Creek, Cabin Branch, Pinewood Lake Park, Broad River Road property
 - Lower Richland Tourism Plan added as an amendment to the County’s Comprehensive Plan
 - Forest Stewardship Plan (FY23)
 - Heritage Tourism Marketing Plan (FY22, FY23 and implementation in FY24 H-Tax & ½ mill)
 - Richland County Historic Preservation Plan (FY23 and implementation in FY24 H-Tax & ½ mill)
- ♣ Recommendations for Acquisition
 - Myers Creek/Cabin Branch
 - Sandy Run
 - Mussel Creek
 - Big Cedar Creek
 - Wateree Creek
 - COWASEE Basin
- ♣ Historically, \$250,000 is awarded annually to Natural Resource and Historic Preservation Grants. Conservation Commission received fewer applications for FY24 funding.
- ♣ 72% of the FY22 total budget was spent on salaries and benefits, professional services, property management, and normal operating expenses.
- ♣ 21% of the FY23 total budget has been spent to date on salaries and benefits, professional services, property management, and normal operating expenses. Underspending due to vacancies.
 - Large projects include: \$250k rolled over from FY21 Mill Creek bridge project; \$305k for Cabin Branch property purchase

Mr. Weaver thanked Mr. Grego for his service and noted it was his pleasure to recommend Mr. Grego for reappointment to the Conservation Commission.

6. APPROVAL OF MINUTES

- a. Regular Session: March 7, 2023 – Ms. English requested her “Point of Personal Privilege” on p. 1 of the minutes to reflect that March is Disability Awareness Month.

Ms. Barron noted that even though we are trying to make the minutes concise, she felt all discussion details should be included in the minutes. She believes it is essential for the body to communicate to the constituency base what Council is talking about.

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

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

The vote in favor was unanimous.

7. ADOPTION OF AGENDA – Ms. Barron requested to add a vacancy on the Airport Commission to Item 19(b) - “Notification of Vacancies.”

Mr. Pugh moved to adopt the agenda as amended, seconded by Ms. Barron.

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

The vote in favor was unanimous.

8. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70) – Mr. Wright stated the following items were eligible to receive legal advice and be discussed in Executive Session:

- a. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203
- b. Project Charlie Echo

Mr. Walker inquired if the Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203 item needed to be taken up in Executive Session prior to the “Report of the County Administrator.”

Mr. Wright responded in the affirmative. The item needed to be discussed in Executive Session before the “Report of the County Administrator.”

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

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

Opposed: Mackey

The vote was in favor.

***Council went into Executive Session at approximately 6:30 PM
and came out at approximately 7:26 PM***

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

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

The vote in favor was unanimous.

Mr. Pugh recused himself from the executive session discussion on Item 8(a) - "Allen University Property Request - 1741 Cushman Drive, Columbia, SC 29203". Likewise, Ms. Mackey recused herself from the Item 8(b) "Project Charlie Echo" discussion.

9. CITIZENS' INPUT

- a. For Items on the Agenda Not Requiring a Public Hearing – Ms. Newton noted Item 11(a)(2) is for information only, but when the ordinance is taken up, it will require three readings and a public hearing in which the public will have an opportunity to speak.

The County Administrator, Leonardo Brown, stated the LDC schedule is a part of the "Report of the County Administrator" and would not require Council action.

Mr. Walker inquired if the proposed LDC schedule would require a vote of the Council.

Mr. Brown responded the proposed schedule communicates what staff believes Council should consider going forward. In the future, Council may give feedback on which dates and times will work best for Councilmembers. No action will be required at this time.

Mr. Wright noted the Land Development Code text amendment was approved on November 16, 2021. The only thing remaining is the maps to match the approved text amendment. Once the maps are approved, amendments to the code may be made.

Mr. Walker stated for clarification Council is receiving an update and a proposed LDC schedule from the Administrator.

Mr. Wright responded in the affirmative. He noted a public hearing would occur when a vote is taken on the maps.

It was determined that Item 11(a)(2) – "Land Development Code" would require a public hearing. Therefore, the individuals who signed up to speak were not permitted to.

10. CITIZENS' INPUT

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

1. Ms. Unique Spain, 1996 Wayside Drive, Orangeburg (Alvin S. Glenn Detention Center)
2. Mr. Jeff Becraft, 84 Westridge Road, Elgin, SC 29045 (Our Place of Hope)
3. Ms. Luvee Bluefort, Cherokee Street, Columbia (ARPA Funds)
4. Ms. Naomi Gilyard (Gun Control)
5. Rev. Caitlyn Keith, 1317 Parliament Lake Drive, Columbia, SC 29223 (Housing Trust Fund)
6. Rev. James Woodley, 17 Varsity Lane, Blythewood, SC 29016 (Housing Trust Fund)
7. Mr. James McCall, 7435 Monticello Road, Columbia, SC 29203 (RAMServe)
8. Mr. Tom Amaro, 5623 Two Notch Road, Columbia, SC 29223 (RAMServe)

11. REPORT OF THE COUNTY ADMINISTRATOR

- a. Updates for Consideration:

1. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203 (EXECUTIVE SESSION) – Mr. Brown stated he would continue the negotiation process.
2. Land Development Code – Mr. Brown stated Council has spoken about being the recipient of large documents and not having adequate time to review the documents, which led to more questions than answers. The information in the agenda packet is intended to give Councilmembers insight into what is coming before them. This will allow them an opportunity to reach out to staff with any questions.

POINT OF PERSONAL PRIVILEGE – Mr. Branham reminded Councilmembers that he was uniquely positioned to discuss the subject matter as the Immediate Past Chair of the Planning Commission. He noted he shepherded through the process. Council showed responsiveness to the public by restarting the mapping process and having the Planning Commission offer any related text amendments. He stated he spent countless hours hearing from the public and staff and conversing with other Planning Commission members. The recommendations were finalized on November 7, 2022. The Planning Commission staff liaison, Mr. Geo Price, has assured him the verbatim minutes will be adopted soon. He noted for the record he is strongly in support of the recommendations, as well as the map the commission prepared. He is here as a resource to his colleagues and the public. He was elected to County

Council and will not go away on the topic. He hopes we can accomplish something minimally disruptive and demonstrates transparency when it comes to the County's property owners and communities. There have been many stops, starts, and delays along the way. It is his belief Council wants to get it right and do it in a way the community feels Council is responding to it.

Mr. Walker responded he agrees Mr. Branham is uniquely positioned based upon his past chairmanship of the Planning Commission. He also noted Mr. Branham just put himself in the hot seat by crowning himself as the LDC point person.

Mr. Branham replied that after spending the last year on this matter, he has to do something with the information in his head.

Ms. Newton thanked the staff for all their work on the LDC. She reassured constituents that Council is committed to getting this right. She stated Councilmembers are committed to reaching out. She noted a series of meetings are being held in the various Council districts.

b. Administrator's Nomination:

1. Community Development Division – HOME ARP – Allocation Plan Approval – Mr. Brown stated the County is able to access HOME ARP Funds in the amount of \$2,696,855. To receive the funding, the County has to meet the March 31, 2023, HUD deadline.

Ms. Newton inquired when the funds would be awarded.

Ms. Sarah Harris, Grants Director, responded they would not have a proper timeline until the submittal to HUD. This is part of an already approved allocation plan for the CDBG Annual Plan. She noted there are specific conditions they have to follow.

Mr. Walker inquired if this is a one-time allocation.

Ms. Harris responded it is a one-time allocation from the HOME ARP Plan. It is an extension of ARP. The direct allocation went to the US Dept. of Housing and Urban Development. They are conducting this program to address the homeless and housing crises.

Mr. Walker inquired if the funding would go toward affordable housing.

Ms. Harris replied that some eligible activities are producing and preserving affordable rental housing, tenant-based rental housing, purchase and development of non-congregant shelters, at-risk homeless programs, and supportive services. She noted they have seven years to exhaust the funding.

Mr. Livingston moved to approve this item, seconded by Ms. Newton.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

Mr. Walker inquired if the \$2.6M is in conjunction with the \$4M that Council has committed toward affordable housing.

Mr. Brown responded the funds could add to the County's ability to address affordable housing.

Mr. Walker indicated it would be essential to get the word out to the public that the County has made a robust commitment to affordable housing and housing insecurity.

Mr. Brown acknowledged March is also National Procurement Month and recognized the Procurement Department for their work.

12. REPORT OF THE CLERK OF COUNCIL

- a. Richland International Gala – Ms. Kirylo reminded Councilmembers about the upcoming International Gala on March 23rd and the International Festival on April 1st and 2nd.

13. REPORT OF THE CHAIR – Mr. Walker gave kudos to Mr. Pugh and the Economic Development Director, Jeff Ruble, on how they handled the town hall regarding Scout Motors. His impression was that many of the resident's concerns were assuaged.

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Scout Motors, Inc., a company previously identified as Project Connect, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the execution of a project development agreement or memorandum of understanding by Richland County, South Carolina; and other related matters – No one signed up to speak.
- 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 Cirba Solutions, LLC, a company previously identified as Project Viper, to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- c. Authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related hereto – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. Case # 22-038MA, Drew Huddleston, RU to GC (2.72 Acres), W/S Hard Scrabble Road, TMS # R20300-04-17 [THIRD READING]
- b. Case # 22-039MA, Richland County, M-1 to HI (574.57 Acres), Bluff Road and Longwood Road, TMS # R18900-02-22, R16100-02-03, R16200-03-02, R16100-02-22, R18900-01-01, and R16100-02-07 [THIRD READING]

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

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

The vote in favor was unanimous.

Ms. Mackey moved to reconsider Items 15(a) and (b), seconded by Ms. Barron.

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

The motion for reconsideration failed.

16. **THIRD READING ITEM**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Scout Motors, Inc., a company previously identified as Project Connect, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the execution and delivery of a project development agreement by memorandum of understanding by Richland County, South Carolina; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

Mr. Livingston moved to reconsider this item, seconded by Mr. Walker.

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

The motion for reconsideration failed.

- 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 Cirba Solutions, LLC, a company previously identified as Project Viper, to provide for payment of a fee-in-lieu of taxes; and other related matters – Ms. McBride moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. Authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related hereto – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

Ms. Terracio requested a brief overview of this item.

Mr. Ruble responded this is the land transfer that accompanies the FILOT for Cirba Solutions.

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

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

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

17. SECOND READING ITEM

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Wichita; and other related matters – Ms. Barron moved to approve this item, seconded by Mr. Livingston.

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

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company currently identified as Project Siquino; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, English, and Newton
Recuse: Mackey (due to her parent company representing the company)
The vote in favor was unanimous.

- c. 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 Charlie Echo to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters – Ms. Barron moved to approve this item, seconded by Mr. Pugh.

In Favor: Branham, Pugh, Livingston, Weaver, Barron, Walker, and English
Opposed: McBride, Terracio, and Newton
Recuse: Mackey (due to her parent company representing the company)
The vote was in favor.

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Scout Motors, Inc., a company previously identified as Project Connect; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

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

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

- b. Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Project Osmium, and other matters related thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Airport Commission – One (1) Vacancy (Applicant must reside in the Rosewood, Shandon, or Hollywood-Rose Wales Garden neighborhoods) – Ms. Barron stated the committee recommended appointing Mr. Frank Caggiano to the Airport Commission.

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

The vote in favor was unanimous.
2. Community Relations Council – Three (3) Vacancies – Ms. Barron stated the committee recommended appointing Ms. Shandelle Simmons and Ms. Kizzie Smalls to the Community Relations Council and re-advertise the remaining vacancy.

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

The vote in favor was unanimous.
3. Employee Grievance Committee – Two (2) Vacancies (Must be a Richland County Government employee) – Ms. Barron stated the committee recommended appointing Ms. Christa Sheehan to the Employee Grievance Committee and re-advertise the remaining vacancy.

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

The vote in favor was unanimous.
4. Planning Commission – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Mr. Bryan Grady to the Planning Commission.

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

Opposed: McBride, Livingston, Barron, and Walker

The vote was in favor.
5. Riverbanks Park Commission – One (1) Vacancy – Ms. Barron stated the committee recommended re-appointing Mr. Robert Davidson to the Riverbanks Park Commission.

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

The vote in favor was unanimous.

b. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax Committee – Six (6) Vacancies (ONE applicant must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background, and ONE applicant will fill an at-large seat)
2. Board of Zoning Appeals – Four (4) Vacancies
3. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the architecture industry, ONE applicant must be from the gas industry, ONE must be from the building industry, ONE applicant must be from the contracting industry, ONE applicant must be from the plumbing industry, ONE applicant must be from the electrical industry, ONE applicant must be from the engineering industry, and TWO applicants must be from the fire industry, as alternates)
4. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the business industry, and TWO applicants must be CPAs)
5. Community Relations Council – One (1) Vacancy
6. Employee Grievance Committee – One (1) Vacancy (Must be a Richland County Government Employee)
7. Hospitality Tax Committee – Three (3) Vacancies (TWO applicants must be from the restaurant industry)
8. Midlands Workforce Development Board – Four (4) Vacancies (Applicants must be from the Private Sector)
9. Transportation Penny Advisory Committee (TPAC) – Four (4) Vacancies

Ms. Barron stated the committee recommended advertising for the above-referenced vacancies and including the Airport Commission vacancy in the list. The vacancy advertisement will begin on March 24th, and applications are due before April 21st.

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

The vote in favor was unanimous.

Ms. Mackey thanked Ms. Barron for her Rules and Appointments Committee leadership. She noted that vacancies had decreased substantially since she came on Council and was proud of the vacancy listing in the agenda packet.

20. **OTHER ITEMS**

- a. FY23 – District 7 Hospitality Tax Allocations: American Heart Association - \$7,500 and Talented Tenth SC -- \$5,000
- b. FY23 – District 8 Hospitality Tax Allocations: Columbia Music Festival Association -- \$5,000

Ms. Newton moved to approve Items 20(a) and (b), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 20(a) and (b), seconded by Ms. Barron.

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

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – There were no additional Executive Session items.

22. **MOTION PERIOD** – There were no motions submitted.

23. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:35 PM.

Ms. Kirylo noted Ms. Black would be moving to the Procurement Department but wished to thank her for the important role she played while in the Clerk to Council's Office.



Richland County Council
Zoning Public Hearing
MINUTES
February 28, 2023 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jason Branham (via Zoom), Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Jessica Mackey, Cheryl English, and Chakisse Newton

NOT PRESENT: Derrek Pugh and Yvonne McBride

OTHERS PRESENT: Geo Price, Angela Weathersby, Kyle Holsclaw, Anette Kirylo, Michelle Onley, Andrea Hannah-Dennis, Dale Welch, Tommy DeLage, Chelsea Bennett, Patrick Wright, and Quinton Epps

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.
Mr. Walker stated Mr. Pugh was traveling for business, and Ms. McBride indicated she had a personal matter which would prevent her from attending the meeting today and had given him proper notification.
2. **ADDITIONS/DELETIONS TO THE AGENDA**- There were no additions/deletions to the agenda.
3. **ADOPTION OF AGENDA** – Ms. English moved to adopt the agenda as published, seconded by Ms. Barron.
In Favor: Branham, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: Pugh and McBride
The vote in favor was unanimous.
Mr. Walker moved, on behalf of Mr. Pugh, to defer Items 3 (Case # 22-037MA) and 10 (Case # 23-007MA), seconded by Ms. Barron.
In Favor: Branham, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: Pugh and McBride
The vote in favor was unanimous.
4. **OPEN PUBLIC HEARING**
 - a. **MAP AMENDMENTS [ACTION]**
 1. **Case # 22-034MA**
Larry D. Rumph
OI to RC (2 Acres)
8442 Old Percival Road
TMS# R22602-02-02

Mr. Walker opened the floor to the public hearing.
No one signed up to speak.
The floor to the public hearing was closed.
Ms. English moved to deny the re-zoning request, seconded by Ms. Newton.
In Favor: Branham, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: Pugh and McBride

The vote in favor of denial was unanimous.

- 2. Case # 22-036MA**
Anthony & Danyelle Timmons
RM-HD to RC (3.00 Acres)
8350 Old Percival Road
TMS# R19814-03-01

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Not Present: Pugh and McBride

The vote in favor of denial was unanimous.

- 3. Case #22-037MA**
Kevin Steelman
RU to RS-E (90.79 Acres)
1000 Kelly Mill
TMS# R23300-02-02

{This item was deferred until the April Zoning Public Hearing.}

- 4. Case # 22-040MA**
Mark Meadows
RU to GC (1.00 Acres)
311 Killian Road
TMS# R14781-04-10

Mr. Walker opened the floor to the public hearing.

Mr. Mark Meadows, 239 Killian Road, Columbia, SC 29203, spoke in favor of the item.

The floor to the public hearing was closed.

Ms. Barron moved to approve the re-zoning request, seconded by Mr. Walker.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

- 5. Case # 23-001MA**
Heather Bounds
M-1 to RS-HD (77.78 Acres)
N/A Hard Scrabble Road
TMS# R17301-02-01

Mr. Walker opened the floor to the public hearing.

Mr. David Brandes, E. L. Robinson, 1301 Gervais Street, Suite 450, Columbia, SC 29201, spoke in favor of the item.

The floor to the public hearing was closed.

Ms. Barron moved to approve the re-zoning request, seconded by Ms. English.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

6. Case # 23-002MA

James Stembridge
PDD to RS-LD (4.01 Acres)
110 Jacobs Mill Pond Road
TMS # R25810-03-08

Mr. Walker opened the floor to the public hearing.

Mr. Stembridge waived his right to speak.

The floor to the public hearing was closed.

Ms. Mackey moved to approve the re-zoning request, seconded by Ms. Barron.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

7. Case # 23-003MA

Wesley Slice
RU to GC (4 Acres)
1000 W Shady Grove Road
TMS # R02660-06-16

Mr. Walker opened the floor to the public hearing.

Mr. Wesley Slice, AllSouth Federal Credit Union, 730 Elmwood Avenue, Columbia, SC 29201, spoke in favor of the item.

The floor to the public hearing was closed.

Mr. Branham moved to approve the re-zoning request, seconded by Ms. Mackey.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

8. Case # 23-004MA

Carlos Hart
RS-MD to GC (0.31 Acres)
7011 Frost Ave
TMS # R07614-01-10

Mr. Walker opened the floor to the public hearing.

Mr. Carlos Hart, 203 Steeple Drive, Columbia, SC 29229. Spoke in favor.

The floor to the public hearing was closed.

Mr. Livingston moved to approve the re-zoning request, seconded by Ms. Barron.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

9. Case # 23-006MA

Ross P. McClary
PDD to RU (3.00 Acres)
11447 & 11451 Garners Ferry Rd.
TMS # R35200-09-10 and 38

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Newton moved to approve the re-zoning request, seconded by Ms. Mackey.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

10. Case # 23-007MA

Cory Swindler
LI to RM-MD
W/S Farrow Road
TMS # R17600-01-12

{This item was deferred until the April Zoning Public Hearing.}

b. TEXT AMENDMENT [ACTION]

1. Amending the 2015 Richland County Comprehensive Plan – “Putting the Pieces In Place” by incorporating and adopting the “Lower Richland Tourism Plan” into the Plan.

Mr. Walker opened the floor to the public hearing.

Ms. Jennifer Mancke, 320 Clearview Drive, Hopkins, SC 2906. Spoke in favor.

The floor to the public hearing was closed.

Ms. Newton moved to approve the text amendment, seconded by Ms. Terracio.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

- VI. **ADJOURNMENT** – Ms. Terracio moved to adjourn the meeting, seconded by Ms. Newton.

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

Not Present: Pugh and McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:31 PM.



Report of the County Administrator

Regular Session - April 04, 2023

UPDATES FOR CONSIDERATION:

Planning Commission Recommendations – Land Development Code Map and Text Amendments

Over the course of several months and multiple meetings, the Planning Commission has considered input from various community stakeholders throughout the county and is now ready to share the results of those meetings. The Planning Commission’s recommendation are included as a part of this report, and the Chair of the Planning Commission, Mr. Christopher Yonke, will present the recommendations to County Council as a part of this report.

Land Development Code Community Meetings

Scheduled Meetings:

Completed	Date and Time	Location	Council District
<input checked="" type="checkbox"/>	February 08, 2023 - 6-7:30PM	Ballentine Library	1
<input checked="" type="checkbox"/>	March 22, 2023 - 6-7:30PM	Garners Ferry Adult Activity Center	11
<input checked="" type="checkbox"/>	March 29, 2023 - 6-7:30PM	Killian Park	2,7,8, & 9
	April 03, 2023 - 6-7:30PM	Eastover Library	10
	April 10, 2023 - 6-7:30PM	New Castle/Trenholm Acres	3,6
	April 12, 2023 - 6-7:30PM	Council Chambers	4,5,6

Ag + Art Tour

The Richland County Ag + Art Tour will be held [June 10-11, 2023](#). This year’s Richland County Tour is administered by the Richland Soil and Water Conservation District with the support of the Richland County Conservation Commission and Richland County. Additional support is provided by public and private sponsors.

Alvin S. Glenn Detention Center (ASGDC)

The Detention Center Ad Hoc Committee meeting received an update on March 21, 2023. The presentation is included as a part of this report. Below is a list of key information shared:

- Staffing levels have seen a steady incremental increase
- Kitchen renovation substantially complete
- Installation of new equipment remaining
- DHEC Retail Food Establishment Inspection Report – March 21, 2023
 - 97% overall rating
- Accepting applications for Director of the Detention Center
 - Reports directly to the County Administrator
 - Focus on overall administration of ASGDC
- Accepting applications for Compliance Director position
 - Newly created position
 - Reports directly to the County Administrator
 - Focus on jail operations maintaining compliance with local, state, and federal rules, laws, and minimum standards for detention centers

As of the submission of this report on March 29, 2023, there are nine (9) applicants for the Director of the Detention Center position; there are seven (7) applicants for the Compliance Director position. At this time, the County Administrator has not had the ability to speak with the applicants to determine if publicizing their names will negatively impact their current employment status. Once the top finalists for either position are determined, a condition for further consideration will be the release of the finalists' names to the public.

Willow Wedge Locking System

This product will significantly address the challenges with the older locks that are currently at the detention center by greatly reducing the ability of detainees to compromise the cell door lock and exit their cell in violation of detention center protocols. The installation of this locking system will increase the safety and security of detainees and detention center staff. While there will be some level of approval needed from SC Department of Corrections to ensure the locking system will be in compliance with minimum standards, the Administrator feels confident the quality of this locking system will exceed the minimum requirements.

ADMINISTRATOR'S NOMINATION:

There are no items for nomination.

ATTACHMENTS:

1. Planning Commission Ledger of Successful Motions
2. Alvin S. Glenn Detention Center Improvement Plan Update
3. Alvin S. Glenn Detention Center Willow Wedge Product Overview and Sole Source Patent

2021 LDC Zone Map Restart

Ledger of Successful Motions Only - **Grouped by Topic**

Draft Date: 09Feb2023

Date	Topic	Motion	Action
7-Nov-22	Final Text	Motion to Send ledger of majority recommended 2021 Land Development Code text amendments to County Council with recommendation that it be amended prior to implementation.	Motion passed
7-Nov-22	Final Zoning Map	Motion to Recommend adoption of Zoning Map based on the translation table in the 2021 LDC, with the exception of retaining the M-1 Zone designation.	Motion passed
7-Nov-22	Other	Motion to Add a M-1 zoning district to the text of the 2021 Land Development Code to have all the same standards currently provided for in the existing Richland County Land Development Code originally adopted in 2005 and to have all parcels zoned M-1 at the time of adoption by county council of the final official zoning map continue to be labeled as M-1.	Motion passed
6-Jun-22	Residential Uses	Motions to remove duplex, 3-plex, and 4-plex uses from R2, R3, R4 zone designations; and to remove townhouse use from R4 zone.	Motion passed
8-Sep-22	Residential Uses	Motion to recommend removal of manufactured homes from R2 zoning district.	Motion passed
8-Sep-22	Rural Lots	Motion to increase the maximum lot density of the new AG zoning district from 0.15 dwelling units per acre to 0.33 dwelling units per acre.	Motion passed
8-Sep-22	Rural Lots	Motion to increase the maximum lot density of the new HM zoning district from 0.33 dwelling units per acre to 0.66 dwelling units per acre.	Motion passed
8-Sep-22	Rural Lots	Motion to increase the maximum lot density of the new RT zoning district from 0.67 dwelling units per acre to 1.0 dwelling units per acre.	Motion passed
17-Oct-22	Rural Lots	Motion/Direction to staff to engage with interested citizens in lower Richland County regarding the AG, HM, and RT densities prior to the November 07 meeting if possible and to report back.	Motion passed
7-Nov-22	Rural Lots	Motion to Amend AG: gross average lot size 130,680 square feet (3 acres); min lot size 98,000 square feet.	Motion passed
7-Nov-22	Rural Lots	Motion to Amend HM: gross average lot size 66,211.2 square feet (1.51 acres); min lot size 50,000 square feet.	Motion passed
7-Nov-22	Rural Lots	Motion to Amend RT: gross average lot size 64,904 square feet (1.49 acres); min lot size 49,000 square feet.	Motion passed
8-Sep-22	Rural Uses	Motion to recommend addition of Farm Supply and machine sales Permitted by right in HM zoning district.	Motion passed
8-Sep-22	Rural Uses	Motion to recommend the addition of Farm distribution hub permitted by right in the RT zoning district.	Motion passed
8-Sep-22	Rural Uses	Motion to recommend the addition of Veterinary services (livestock) permitted by right in the RT zoning district.	Motion passed
3-Oct-22	Rural Uses	Motion to recommend the addition of animal shelters permitted by right, subject to special requirements in the AG, HM, RT zoning districts.	Motion passed as amended to add the Animal Shelter use as "SR" in AG and HM zones
3-Oct-22	Rural Uses	Motion to recommend the addition of Veterinary hospital or clinic permitted by right subject to special requirements in the AG, HM, RT zoning districts.	Motion passed as amended to add the Veterinary Hospital or Clinic use as "SR" in AG and HM zones
8-Sep-22	Subdivision Design	Motion to delete subsection 26-3.1(f)(5) which provides for the complete elimination or massive reductions on minimum lot width requirements in instances involving cluster development and any other provisions for cluster development of single-family dwellings...	Motion passed

8-Sep-22	Subdivision Design	Motion to amend the new LDC text to provide a 6-month period of time during which an owner of property currently zoned RU may apply with no application fee for a zoning map amendment as to said property if they believe said property should be assigned a zoning district other than the newly-assigned district. The 6-month period would begin the day the newly adopted land development code and zoning map take effect.	Motion passed with amendment; 12 month period of time and limited to requests for previous RU properties to an RT/HM/AG zone designation.
8-Sep-22	Subdivision Design	Motion to delete subsection 26-3.1(f)(5) which provides for the complete elimination or massive reductions on minimum lot width requirements in instances involving cluster development and any other provisions for cluster development of single-family dwellings...	Motion passed
3-Oct-22	Subdivision Design	Motion to delete subsection 26-3.1(f)(4) which provides for zero lot line development and any other provisions for zero lot line development of singlefamily dwellings...	Motion passed
7-Nov-22	Subdivision Design	Motion to delete Sec 26-5.13 (c) (1) a. 1. For residential structures, an additional one story or 15 feet.	Motion passed
7-Nov-22	Subdivision Design	Motion to change Sec 26-5.13 (c) (1) b. maximum allowable residential density by from 25 percent to 10 percent in the R2, R3, R4, R5, R6, MU1, MU2, MU3 and GC.	Motion passed
7-Nov-22	Subdivision Design	Motion to change Sec 26-5.13 (c) (1) b. residential density in AG, HM, RT, and R1 from 30 percent to 15%.	Motion passed
7-Nov-22	Subdivision Design	Motion to change Table 26-5.13(e) Energy Conservation "Schedule A Use Central air conditioners that are SEER 17 or above.	Motion passed
7-Nov-22	Subdivision Design	Motion to change Table 26-5.13(e) "Schedule B Use vegetation or vegetated structures to shade HVAC Units for non-residential structures."	Motion passed
7-Nov-22	Subdivision Design	Motion to delete Table 26-5.13(e) Alternative Energy "Schedule A Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels".	Motion passed
7-Nov-22	Subdivision Design	Motion to delete Table 26-5.13(e) Alternative Energy "Schedule B Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels".	Motion passed
7-Nov-22	Subdivision Design	Motion to Change Table 26-5.13(e) Transportation Schedule A Provide minimum of four electric vehicle (EV) level 3 charging stations that are made available in a parking structure or off-street parking lot to those using the building.	Motion passed
7-Nov-22	Subdivision Design	Motion to Change Table 26-5.13(e) Transportation Schedule A Provide minimum of four electric vehicle (EV) level 2 charging stations that are made available in a parking structure or off-street parking lot to those using the building.	Motion passed
7-Nov-22	Subdivision Design	Motion to Amend R1: gross average lot size 32,750 square feet (.752 acre); min/max lot size range 24,500 – 40,000 square feet.	Motion passed
7-Nov-22	Subdivision Design	Motion to Amend R2: gross average lot size 14,500 square feet (.33 acre); min/max lot size range 11,000 – 18,000 square feet.	Motion passed
7-Nov-22	Subdivision Design	Motion to Amend R3: gross average lot size 7,260 square feet (.167 acre); min/max lot size range 5,500 – 9,000 square feet.	Motion passed
18-May-22	Zoning Map	Motion/Direction to staff that any zoning designations on the proposed Zone Map that are not exact translations per table 26-1.9(e) are to be resolved through PC direction and subsequent votes.	Motion passed
8-Sep-22	Zoning Map	Motion to designate any parcel comprising 35 acres or more that was zoned RU under the 2005 LDC zoning scheme be assigned the AG zoning district in the 2021 LDC zoning re-mapping.	Motion passed
8-Sep-22	Zoning Map	Motion to designate any parcel comprising more than 3 acres but less than 35 acres that was zoned RU under the 2005 LDC zoning scheme be assigned the HM zoning district in the 2021 LDC zoning re-mapping.	Motion passed
8-Sep-22	Zoning Map	Motion to designate any parcel comprising 3 acres or less that was zoned RU under the 2005 LDC zoning scheme be assigned the RT zoning district in the 2021 LDC zoning re-mapping.	Motion passed



ALVIN S. GLENN OVERVIEW & IMPROVEMENT PLAN

Crayman J Harvey, MS, Interim Director

RECAP

- With resources and support from the County Administrator, Detention Center leadership began an aggressive improvement plan for the following key concerns:
 - Staffing updates
 - Hiring Initiatives
 - Personnel needs remaining
 - Facility Updates
 - Medical Health Initiatives
 - Food provider
 - Physical Structure enhancement
 - Telecommunication Provider
 - Technology initiatives
 - Technology needs remaining
 - Officer/Detainee Safety, Security and Wellness initiatives
 - Physical structure enhancements (Dormitories)



HIRING INITIATIVES

- To improve the recruiting process for detention officers staff, ASGDC has and is willing to use various tools to attract candidates such as radio ads, job fair participation, employment websites, job placement organizations as well as conducting on-site weekend interviews.
- The County Administrator recognized the importance of retention and recruiting and has implemented the following strategies:
 - Salary increase for entry level officers
 - Referral Bonus
 - Retention Bonus
 - Overtime option remains to ensure appropriate staffing levels



HIRING EVENT

9 a.m. - 4 p.m.
Saturday, Oct. 29

Alvin S. Glenn Detention Center
201 John Mark Dial Drive, Columbia

You must be at least 21 to apply.

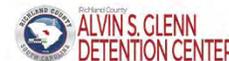
Qualifications include:

- Proof of high school diploma/GED
- S.C. driver's license
- Social Security card
- 10-year driving history
- Drug screening

Interviews will be conducted upon passing a background check.

FOR MORE INFO

Contact the Recruiting Division:
803-576-3216 or 803-576-3231



BONUS PAY
\$10,000*

***FOR NEW HIRES:**
\$5,000 PAID OVER 12 MONTHS

- \$1,000 in first payroll
- \$500 after 90 days
- \$1,000 after 6 months
- \$500 after 9 months
- \$2,000 after 12 months (with certification)

***RETENTION:**
\$5,000 PAID OVER 12 MONTHS (AFTER SERVICE ANNIVERSARY)

- \$1,000 in first payroll
- \$500 after 90 days
- \$1,000 after 6 months
- \$500 after 9 months
- \$2,000 after 12 months

REFERRAL BONUS ALSO AVAILABLE

CERTIFIED OFFICERS' MINIMUM SALARY
\$40,000



MEDICAL PROVIDER

- Following the departure of the former medical provider, WellPath, on June 12, 2022, the department acquired Advance Correctional Healthcare (ACH).
- ACH is a two-fold medical provider that provides medical and mental health services. Such services aid the detention center in ensuring detainees receive the best comprehensive medical care while in custody. The provided mental health service has significantly changed the method and philosophy of how to manage mentally ill detainees.



FOOD PROVIDER

- Summit Food Service has been with the department for 16 years. Most recently, the food service provider was audited by DHEC and received a satisfactory grade.
- After implementation of a corrective action plan, ASGDC staff and County Administrations determined the kitchen needed a complete overhaul due to wear and tear.

TELECOMMUNICATION PROVIDER

- The department switched detainee communication providers from Amtel to ViaPath.
- Compared to the former communication contractor, ViaPath is able to provide tables which offer beneficial services such as:
 - Attorneys can meet with their clients from remote locations
 - Families can meet with detainees from remote locations
 - Detainees can access the Law Library
 - Recreation services (i.e. movies, games, reading materials)



TECHNOLOGY NEEDS/INITIATIVES

- After careful review of the facility's operation, leadership determined technology improvements were required to improve efficiency:
 - Use of a body scanner for all employees before entering the most secure area of the facility.
 - Software to store "PowerDms" (policies & training materials)
- Two additional key security pieces of technology are required:
 - The current camera system is outdated, and camera coverage is not sufficient.
 - The internally created jail management system cannot support the demands of the department. Necessary data cannot be retrieved to assist with routine reporting or request for documentation in response to legal matters.



PHYSICAL STRUCTURE ENHANCEMENTS

- Following reassessment of the facility's infrastructure, survey of the facility for potential vulnerabilities, and feedback from security staff and outside constituents, ASGDC leadership is committed to improving the physical security of the facility and ensuring a safe working environment. These changes will include:
 - Remodeling ASGDC Kitchen.
 - Kitchen cooler & freezer door replacement
 - Installation of heavy Lexan break-resistant glass throughout the facility.
 - Utilized for constant detainee observation
 - Installation of service ports (flaps) to general population unit/rooms
 - Utilized for quickly isolating/containing detainees in their designated room
 - Will reduce the usage of a lock down unit, previously known as Special Housing Unit (SHU)
 - Remodeling Special Housing Unit
 - Remodeling All Units (First two units/SHU & Yankee)
 - Units will receive a complete overhaul of up to date standards, i.e. plumbing, painting, installation of correctional equipment (toilets & sinks) & electrical light fixtures.



PHYSICAL STRUCTURE ENHANCEMENTS

- To ensure safety of all employees and detainees, ASGDC strengthened the security practices to eliminate the introduction of contraband into the facility. Practices include:
 - The use of a body scanner for all employees before entering the most secure area of the facility
 - Increased facility “shakedowns”
 - Acquired more security equipment (handcuffs, leg-irons, etc.)
 - Reviewing 364 policies
 - Software to store “PowerDms” (policies & training materials)
 - Created an Accreditation committee with American Correctional Association facility auditors and quality assurance employees who review, update, and ensure best practices are incorporated within the facility.
 - Created a “tip line”
 - Posted signage throughout facility regarding no smoking areas & contraband
 - Increased collaboration with Richland County Sheriff Department



MARCH 21ST UPDATE

Accepting Applications:

- Detention Center Director
- Compliance Director

Security Upgrades

Staffing Breakdown

Infrastructure update

Response to SCDC

Highlights



**Where
are we
now**



DIRECTOR OF DETENTION CENTER

- Under limited supervision, the purpose of this position is to plan, coordinate and direct all detention center personnel, programs, operations and activities of the County Detention Center; to oversee daily jail administration and operations; to ensure the safety and security of detainees/inmates, staff, and the citizens of Richland County; and to ensure compliance with standards established by the South Carolina Department of Corrections and all governing regulations; and to perform related law enforcement as required. This position plans, organizes, and implements programs within major organizational policies, reporting program progress to the County Administrator through reports and meetings. Prepares and oversees departmental budget and provides accurate and clear records on facility incidents. This position reports directly to the County Administrator.
- Requires a Bachelor's degree in criminal justice, law enforcement, social science or a closely related field from an accredited institution with a graduate degree preferred.
- Preferably, 10 years of progressively responsible management experience in law enforcement. Experience serving as a Jail Administrator or Assistant Jail Administrator is highly desirable.



DETENTION CENTER COMPLIANCE DIRECTOR

- Under limited supervision, the purpose of this position is to reduce, mitigate, and manage all risks factors associated with operating and maintaining a detention facility, by ensuring all aspects of detention center operations are performed in compliance with local, state, and federal laws. This position is tasked with developing and/or implementing policies that ensure the detention center remains in compliance with all applicable laws and standards. This position is responsible for creating and/or maintaining metrics for tracking compliance and responsible for performing routine internal performance compliance audits. This position instructs and/or helps coordinate and facilitate in-service training classes to ensure detention center personnel compliance with policies, standards, and applicable laws. This position is responsible for overseeing compliance standards for third-party entities operating within or visiting the detention center, to include food service providers, health care providers, and all visitors to the facility. This position reports directly to the County Administrator.
- Requires a Bachelor's degree in criminal justice, law enforcement, risk management, ethics, compliance or a closely related field from an accredited institution with a graduate degree preferred.,
- Preferably, five years of progressively responsible management experience in law enforcement. Experience serving as a Jail Administrator or Assistant Jail Administrator is highly desirable.



THE WEDGE (LOCKING SYSTEM)

Benefits and Features

Benefits

- Patented Visual and Audible Tamper Alarm notifies officers when a lock is tampered with.
- Patented Gripper prevents inmates from defeating the lock.
- Additional offset protects the lock bolt from prisoner access.
- Local indication LED allows the officer on the floor to see the security status of each door.
- Hollow body and clean-out port make it difficult for the prisoner to pack debris in the strike receiver.
- Reduces owner liability caused by inmate attacks.
- Adds security to any door while reducing renovation time and cost.
- All wiring and electrical components are located within the Wedge housing.
- Custom engineered to fit all existing mechanical and electrical conditions.



<https://youtu.be/0PrZvRB6HIg>

STAFFING LEVELS

➤ After Recruiting & Retention Initiative

Total Working Detention Officers:

2022:

May- 65

Jun- 61

July- 67

Aug- 67

Sept- 78

Oct- 82

Nov- 94

Dec- 92

2023:

Jan- 98

Feb- 96

*Initiative started late May



➤ Interim Director: 1

- Division Managers-4
- Watch Commanders-11
- Assistant Watch Commanders-26
- Detention Officers On Board-95
- Total Security-136
- Detention Officers Vacancies-105

➤ Allied Universal

- 38 employees (Auxiliary post)



INFRASTRUCTURE

The County Administrator & County Council have approved critical areas of the jail to receive upgrades to ensure staff and detainees are safe and are receiving the required services required by law.

The Kitchen was one of the first infrastructure project(s) that was approved for renovation. The renovation of the unit dormitories (Yankee Unit) was the second approved project, and most recently the new door locking system.



THE KITCHEN

BEFORE

- Alvin S Glenn Detention (DO NOT DELETE OR ARCHIVE)
(matterport.com)



CURRENTLY



DORMITORIES SINK/TOILET-REPLACEMENT



UNIT DORMITORIES UPGRADES

- Yankee unit
 - Lead time on material July time frame
 - Contractors are prepping area for installation



RESPONSE TO SCDC

- Inspection was conducted Oct 24, 2022
- Several initiatives were underway before SCDC inspection
 - Revamping of ASG Classification System
 - Closing of Specialized Housing Unit (SHU)- November 17th
 - Created Behavior Management Unit
 - Created Medical Unit
 - Created Mental Health Unit
 - Created Older population Unit
 - ASG Policies were under review for updates and revision
 - Improved conditions of confinement for detainees
- Management is confident that the follow up visit as well as Action Plan submitted to SCDC will be acceptable.



HIGHLIGHTS

- ASG Inservice Training has been re-established
 - 2 days out month staff (contractors, administrative staff and security)
 - Example of training:

**ALL PERSONNEL WILL REPORT IN DUTY UNIFORM
2023 In-Service Training**

	March 14, 2023 A SHIFT	March 21, 2023 B SHIFT	April 11, 2023 A SHIFT	April 18, 2023 B SHIFT
8:00	First Aid/ CPR/ AED Lachell Griffin	First Aid/ CPR/ AED Lachell Griffin	Fire Safety/Fire Suppression/Fire watch Griffin Lachell 1C-01	Fire Safety/Fire Suppression/Fire watch Griffin Lachell 1C-01
10:00	Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore 7B-08,7B10,7B10-1	Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore 7B-08,7B10,7B10-1	IPC/Communication Uppell 7B-08,7B-10,7B-10-1	IPC/Communication Uppell 7B-08,7B-10,7B-10-1
Break				
11:00	Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore	Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore Signs of Suicide Risk/Precautions/Crisis Intervention Fred Riddle/ Gilmore	Professionalism/ Ethics-	Professionalism/ Ethics-
12:00	Lunch	Lunch	Officer Morton/D. Uppell 7B-08,7B10,7B10-1	Officer Morton/D. Uppell 7B-08,7B10,7B10-1
13:00	Security Initial Classification Of Inmates Officer Brown C. 2A-25	Security Initial Classification Of Inmates Officer Brown C. 2A-25	Report Writing / Inmate Discipline/Inmates rules/privileges/ responsibilities	Report Writing / Inmate Discipline/Inmates rules/privileges/ responsibilities
	Security Initial Classification Of Inmates Officer Brown C. 2A-25	Security Initial Classification Of Inmates Officer Brown C. 2A-25	Officer Brown C. 7B-08,7B10,7B10-1	Officer Brown C. 7B-08,7B10,7B10-1
15:00	Break	Break		
15:15	Narcotics Training D. Uppell/ Nurse Green	Narcotics Training D. Uppell/ Nurse Green	Use of Force, Cell Search, and Clothed and Unclothed Searches Uppell 7B-14,7B-01,2B-03,2C-01	Use of Force, Cell Search, and Clothed and Unclothed Searches Uppell 7B-14,7B-01,2B-03,2C-01
NOTES				



CONT...

- ASG Program Department
 - GED Graduates
 - Possibly 12 Graduates by next testing period
 - Will have ceremony for graduates in the month of May
 - Life Skills reestablished
 - Sponsor by Richland County Library-Literacy for Life program
 - 2nd second cohort 10 detainees



CONT...

- Give back to community event
 - March 18th





**WILLO PRODUCTS
COMPANY** SINCE 1945
Detention Locking Systems & Controls

Attachment 3

Alvin S. Glenn Detention Center

201 John Mark Dial Drive

Columbia, SC 29209



County Administrator, Leonardo Brown, MBA, CPM

Richland County Government

County Administration Office

Assistant County Administrator, Dr. John Thompson

Richland County Government

County Administration Office

Interim Director, Crayman J Harvey, MS

Alvin S. Glenn Detention Center





**WILLO PRODUCTS
COMPANY** SINCE 1945
Detention Locking Systems & Controls



Index to Proposal:

Section 1 – Scope of Work

Section 2 - The Willo Wedge Locking System

Section 3– Sole Source Letter with Patents

Section 4 – Scanned Architectural sheet of Pod Identification



**WILLO PRODUCTS
COMPANY** SINCE 1945

Detention Locking Systems & Controls



Section 1 – Scope of Work



**WILLO PRODUCTS
COMPANY** SINCE 1945
Detention Locking Systems & Controls

2/27/2023

County Administrator, Leonardo Brown, MBA, CPM
Richland County Government
County Administration Office
Email: Brown.leonardo@richlandcountysc.gov

Interim Director, Crayman J. Harvey, MS
Alvin S. Glenn Detention Center
201 John Mark Dial Drive
Columbia, SC 29209
Phone: 803-576-3200
Cell: 803-240-2875
Harvey.crayman@richlandcountysc.gov

Ref: Alvin S. Glenn Detention Center
Locking system upgrade with the
Patented Willo Wedge Locking System

County Administrator, Leonardo Brown,

In accordance with your request for a quote, we offer the following **Scope of Work**.

Scope of Work

Recommendation and Assumptions:

- *This proposal recommends* before the Wedge installation begins all detention hinges be checked by the facility for correct operation. If a hinge has up-and-down movement the knuckle is defective and should be replaced. Willo Products can offer a price to furnish and install security hinges, or a continuous hinge if the hinge pads are damaged.
- *This proposal recommends* all hollow metal doors be checked for structural integrity. If a detention door is compromised, its repair or replacement should occur before the Wedge installation. Willo Products can offer pricing to furnish and install replacement doors.
- *This proposal assumes* we will have an entire unoccupied pod to work in at a time. This will allow our workforce to progress through the project without downtime. Materials and equipment will be staged in the pod until complete.



After completion materials and equipment will be moved to the next pod, and so on until the project is complete.

- *This proposal assumes* inmates will be moved between the pods after our scheduled working hours.
- *This proposal assumes* our workforce will be permitted to work *up to* 10-hour days, 4-5 days a week.
- *This proposal assumes* all Wedge locking systems will be installed below the light switch at pods Y, X, G, H, I, and J. This was discussed and approved.
- *This proposal assumes* Pods M, and P on several applications will have to be stacked. This was discussed and approved. M and P Pods do not have light switches obstructing our installation efforts.
- *This Proposal assumes* all conduit is in working order.

448 (each) Willo Product Will Demolish the Following:

- Pod SHU, also labeled “Z.” This Pod is identified as *Phase Two* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic lock cover plates
 - 56 (each) Pneumatic Locks
 - 56 each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod “Y.” This Pod is identified as *Phase Two* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod “X.” This Pod is identified as *Phase Two* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 (each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod “G.” This pod is identified as *Phase Three* on the attached document.
 - 28 (each) Door Strikes
 - 28 (each) Loop Pulls
 - 28 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 28 (each) Wiring from the detention lock to the relay cabinet
 - 28 (each) Terminals, relays, and fuses at the electrical head-end equipment



- Pod “H.” This pod is identified as *Phase Three* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 (each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod – “I.” This pod is identified as *Phase Three* on the attached document.
 - 28 (each) Door Strikes
 - 28 (each) Loop Pulls
 - 28 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 28 (each) Wiring from the detention lock to the relay cabinet
 - 28 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod – “J.” This pod is identified as *Phase Three* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 (each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod – “M.” This pod is identified as *Phase Five* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 (each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Pod – “P.” This pod is identified as *Phase Five* on the attached document.
 - 56 (each) Door Strikes
 - 56 (each) Loop Pulls
 - 56 (each) Pneumatic locks, Cylinder Collars, and Cylinders
 - 56 (each) Wiring from the detention lock to the relay cabinet
 - 56 (each) Terminals, relays, and fuses at the electrical head-end equipment
- Detention locks will be turned over to the owner for their removal and storage. Other demolished materials and debris caused by our workforce will be removed and disposed of in the onsite dumpster.



Willo Products Will Furnish and Install the Following:

1. 448 (each) **Upgrade Wires, terminals, control relays, fuses, and power supplies for the security control system.**
 - We will provide new wiring in existing conduit from the detention lock to the relay cabinet
 - We will remove existing terminals and replace them with new terminals, control relays, and individual fuses. We will provide spare fuses at 5% of the lock count.
 - We will add additional 24VDC Power supplies as required for the additional current requirement of the new locks
 - We will route 24VDC power to new relays and terminals
 - We will re-use existing PLC and reconnect PLC cabling to new terminals and relays
 - We will connect new field wiring from locks to new terminals and relays at Head End equipment rooms
 - We will test the operation of new locks and control relays
 - We will adjust programmed unlock timers and emergency/group release function in the existing PLC

2. 448 (each) **The Willo Wedge Locking System.** The **Willo Wedge locking System** is manufactured with the following features and components:
 - A one-inch offset from the traditional lock pocket. This design moves the lock from the door opening; eliminating accessibility of the locking bolt from within the cell. (*Patents # US 10,030,414 and #10,316,546*)
 - RR Brink 5020 maximum security lock, keyed on officer side only
 - High-intensity door status LED lens and steel guard
 - Audible and Visual Tamper Alarm (*Patents # US 10,030,414 and #10,316,546*)
 - The Gripper (*Patents # US 9,482,030, #10,385,587, and #11,002,041*)
 - Integral flush pull
 - Clean out port
 - Triple Biased Door Position Switch
 - Powder coat finish
 - All exposed fasteners are security Torx with pin

3. 392 (each) **Wall in Shims** at the following locations:
 - Pod Y, X, G, H, I, J, M, and P.

4. 448 (each) **Filler plates** for narrow jamb detention lock

5. 56 (each) **Lock cover plate** at SHU cells

6. 50 (each) **Mogul keys**





To Further Clarify our Scope of Work the Following are Included:

1. Submittal of materials provided by our scope
2. Field engineering trip
3. Offsite project management
4. Offsite project engineering
5. 2 operation and maintenance manuals
6. 1-year warranty on materials and workmanship
7. 2-hours training on locking system
8. Key schedule
9. Storage container
10. Forklift to offload and stage materials
11. Scissor lift for overhead wire pull, if applicable
12. Relocating access holes for wiring at Pods Y, X, G, H, I, J, M, and P.
13. Weld up cylinder holes at Pods Y, X, G, H, I, J, M, and P.

The Following Exclusions are given to Further Clarify the Proposal:

1. New conduits
2. Conduit covers if required if new conduit is run
3. Repair or replacement of any re-used control equipment such as touchscreens, PLC's UPS, Hoffman cabinets, PC's, etc.
4. Security hardware or architectural hardware not listed as being furnished
5. Hollow metal frames and doors
6. Repair or replacement of existing doors, frames, hinges, or hinge pads
7. Security glass and glazing
8. Masonry or concrete repair
9. Grout or grouting
10. Caulk or caulking
11. Relocating light switches
12. Tax
13. City, County, or state permits, certificates, or fees that may apply
14. Bid bond, or bonding. *If bonding is required, please add 1-1/4% of the proposal*
15. Furnishing temporary electric power, water, toilet facilities, and lighting for our installation efforts.
16. Smoke evacuation from the building
17. Lead paint or asbestos abatement
18. Delays entering and exiting the building
19. Filler plates for door position switch, door position switches are to remain
20. Touch up paint or painting of doors, frames, and walls
21. Finish paint



22. Prevailing wage or union workers
23. Removal of exhaust fumes from building
24. Cleaning of work area not impacted by our installation efforts.
25. Final cleaning
26. Any item not specifically listed in this scope letter.

PRICING:

To Furnish and install the above scope of work we quote **\$2,439,521.00**
(Two million, four hundred thirty-nine thousand, five hundred twenty-one dollars)

Unit Price for Conduit run if needed:

Willo Products is unaware of any conduit failures at the Alvin S. Glenn Detention Center. In the event, a conduit is found to be blocked or collapsed that conduit run will have to be replaced. We offer a per conduit run cost for replacement. This cost would cover materials and labor. The unit price is \$4,125 per unit. This would be an add to the contract amount.

Project Schedule:

- 4 to 5 weeks engineering after receipt of purchase order
- 16 to 18 weeks from receipt of approved submittals until the first shipment of materials
- **4 weeks per Pod** if we have 100 percent usage of the conduit system
 - 6 weeks per pod if we must add new conduit or replace damaged or blocked conduits
 - *We will have to slow the locking system installation to keep the same pace with the wiring installation*
 - At the end of the 4 weeks the pod will be punched and turned over to the facility.
- 36 total weeks for total installation of the project

Projected Start Date: (Projection is based on the four-week wire pull Pod schedule)

- 03/06/2023 – receive the Purchase order
- 03/20/2023 – Site survey complete
- 04/10/2023 – Engineering complete, long lead time materials ordered.
- 08/21/2023 – 1st shipment of materials arrives and installation begins
- 09/18/2023 – 2nd pod begins
- 10/16/2023 – 3rd pod begins
- 11/13/2023 – 4th pod begins
- 12/18/2023 – 5th pod begins



**WILLO PRODUCTS
COMPANY** SINCE 1945

Detention Locking Systems & Controls

- 01/29/2024 – 6th pod begins
- 02/26/2024 – 7th pod begins
- 03/25/2024 – 8th pod begins
- 04/22/2024 – 9th pod begins
- 05/28/2024 – project complete

Proposal Terms and Conditions:

We quote net 30 days, no retainage allowed. Our price is good for 60 days from the date of this letter. Thank you for considering our Proposal. Please let us know if you would like to begin this work.

Sincerely,

Ryan Childers

Ryan Childers
Sales & Estimating
714 Willo Industrial Drive, SE
Decatur, AL 35601
Office number: 256-353-7161 X 234
Cell number: 256-580-0166 (Preferred)
Email: rchilders@willoproducts.com
Website: Willoproducts.com



**WILLO PRODUCTS
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Detention Locking Systems & Controls



Section 2 – The Willo Wedge Locking System



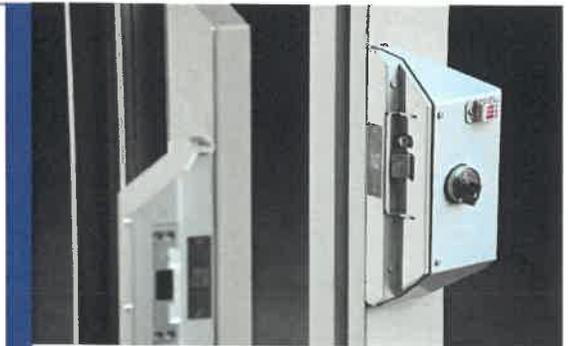
THE WEDGE BY WILLO PRODUCTS

Surface Mounted Lock Pocket

The Wedge is an integrated locking system designed with the RR Brink 5020 high-security lock.

Benefits and Features

- Patented Visual and Audible Tamper Alarm notifies officers when a lock is tampered with.
- Patented Gripper prevents inmates from defeating the lock.
- Additional offset protects the lock bolt from prisoner access.
- Local indication LED allows the officer on the floor to see the security status of each door.
- Hollow body and clean-out port make it difficult for the prisoner to pack debris in the strike receiver.
- Reduces owner liability caused by inmate attacks.
- Adds security to any door while reducing renovation time and cost.
- All wiring and electrical components are located within the Wedge housing.
- Custom engineered to fit all existing mechanical and electrical conditions.



Willo Products Company

Detention Locking Systems & Controls

714 Willo Industrial Drive
Decatur, AL 35601

(256) 353-7161

www.willoproducts.com

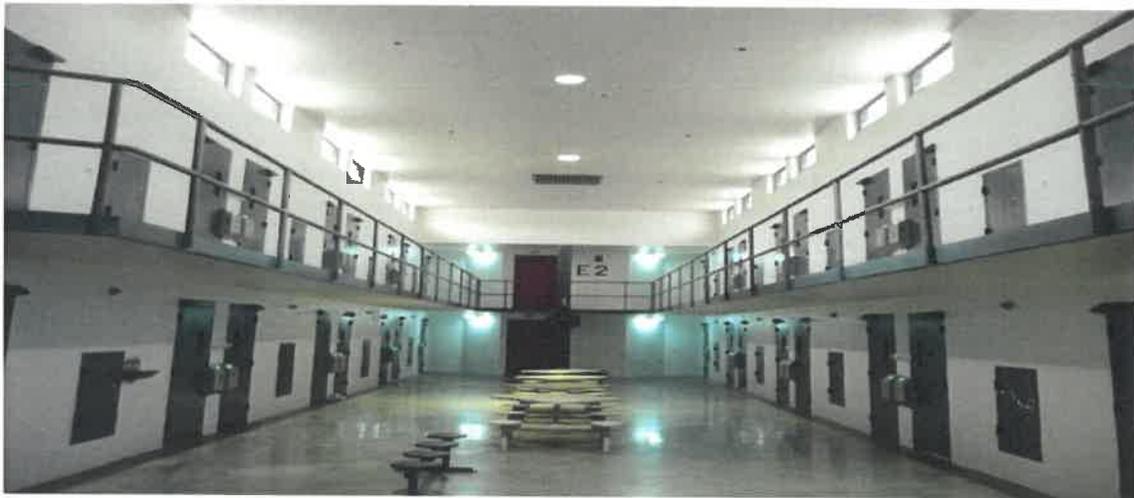


THE WEDGE BY WILLO PRODUCTS

Surface Mounted Lock Pocket

Standard Features

- The Wedge is custom manufactured to the door, frame, and wall condition insuring a tight fit while eliminating a hiding place for contraband.
- The Tamper Alarm alerts officers when someone is tampering with the lock or if the door does not deadlock.
- The additional 1" offset created by the Wedge protects the latch and roller bolts from inmate access while inside the cell.
- The Gripper prevents "sheeting," by pinching and shredding foreign material inserted between the door and the frame in an attempt to pop the lock.
- The high-intensity LED located on the Wedge shows whether the door is fully secure or not, informing staff of the security situation as they approach each door.
- The hollow strike design and the clean out port at the bottom of the receiver make it almost impossible for an inmate to pack the receiver with contraband in an attempt to prevent the door from deadlocking.
- The Wedge is built with an integral door pull, which cannot be removed nor have anything tied to it.
- The Wedge contains a triple biased Magnetic Door Position Switch to monitor the position of the door from the control room allowing staff to see the security status of each door.



Willo Products Company

Detention Locking Systems & Controls

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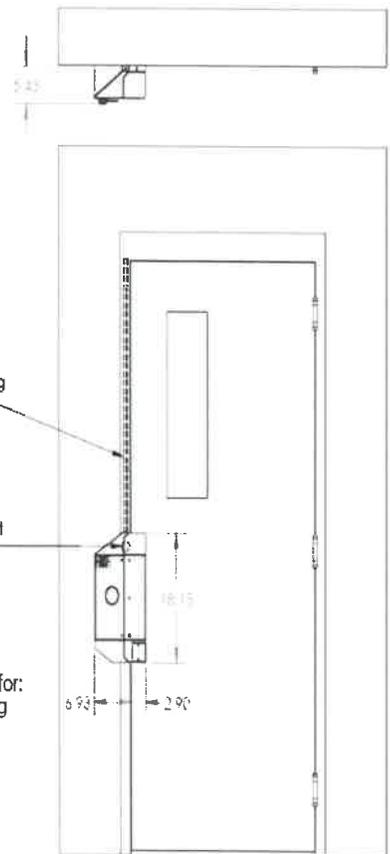
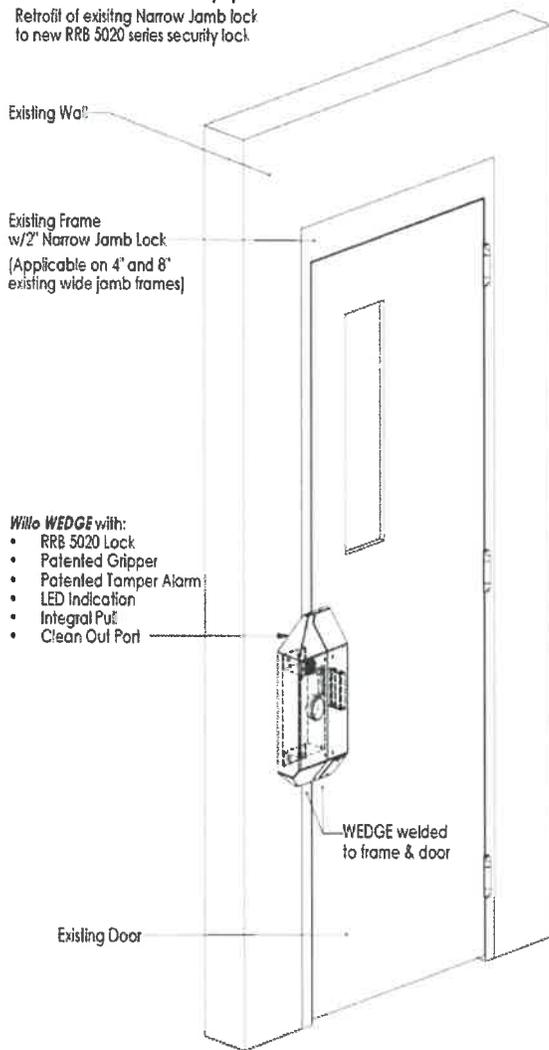


THE WEDGE BY WILLO PRODUCTS

Surface Mounted Lock Pocket

Willo WEDGE Application

Retrofit of existing Narrow Jamb lock to new RRB 5020 series security lock.



WILLO PRODUCTS CO. INC

PROJECT NAME:
Retrofit Overview
PROJECT LOCATION:

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF WILLO PRODUCTS CO. INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF WILLO PRODUCTS CO. INC. IS PROHIBITED.

PROJECT # PART NAME
SMLP-1A Model

Drawn By: Revision #

Door swing reverse may be required at some locations

Willo Products Company

Detention Locking Systems & Controls

714 Willo Industrial Drive
Decatur, AL 35601

(256) 353-7161

www.willoproducts.com



**WILLO PRODUCTS
COMPANY** SINCE 1945

Detention Locking Systems & Controls



Section 3– Sole Source Letter with Patents



WILLO PRODUCTS
COMPANY SINCE 1945
Detention Locking Systems & Controls

February 17, 2023

Attn. Leonardo Brown, MBA, CPM
County Administrator
Richland County Government
County Administration office
Columbia, SC

Re: Willo Wedge Sole Source Letter

Mr. Leonardo Brown,

The Willo Wedge was developed several years ago as a result of discussions with corrections officials who were having major problems keeping inmates secured in their cells. The inmates were able to “pop” or “sheet” the lock and exit their cell, many times coming out on staff or other inmates, creating a dangerous situation and resulting in injuries and fatalities. The Wedge has evolved into a unique product that continues to be a solution to issues in our industry.

The Patented Willo Wedge (see patents below) serves as a surface-mounted lock pocket allowing for increased security without the need for disturbing existing construction. The Wedge however is more than just a lock pocket. It offers unique features that provide additional security and enhance the operational management of the facility. Those unique features include:

- The Wedge is custom manufactured to the existing door, frame, and wall condition insuring a tight fit and eliminating a hiding place for contraband.
- The **Tamper Alarm** (Patents # US 10,030,414 and #10,316,546) alerts the officer on the floor when the lock is not deadlocking properly, by giving an audible alarm and flashing red LED at the door.
- The **additional 1” offset** (Patents #8,528,272 and #11,002,041) created by the Wedge protects the lock bolt and roller bolt from access by the inmate inside the cell.
- The **Gripper** (Patents # US 9,482,030, #10,385,587, and #11,002,041) prevents “sheeting” by pinching and shredding foreign material inserted between the door and frame to prevent the lock from deadlocking.
- The high-intensity LED at each lock shows whether the door is deadlocked (**green** light) or unsecure (**red** light) alerting staff of the security situation as they approach the door.

- The design of the receiver makes it almost impossible for an inmate to pack it with contraband to prevent the lock bolt from deadlocking. In the event they do attempt to pack the cavity of the receiver while the door is open, there is a large void that would have to be packed before impacting the lock. Also, there is a removable clean-out port at the bottom of the receiver that can be removed without unlocking the door to check for and empty out any debris.
- The door pull is integral to the Wedge and cannot be removed and nothing can be tied to it.
- The Wedge contains a triple biased Magnetic Door Position Switch to monitor the position of the door from the control room and know that the door is securely closed and deadlocked.

The Willo Wedge has been designed and impact tested to 1200 blows of 200 ft. lbs. each. This is twice the requirement set forth by ASTM Test Standard F1450 for a Grade 1 Detention Door and Frame. By supplying the RR Brink 5020 lock used in the testing, we are able to guarantee the total package and provide a warranty on workmanship and parts. Once the Wedge is installed you will have the satisfaction of knowing that your doors are secure and your staff and inmates are protected.

Willo Products Company is the original developer and manufacturer of the Patented Willo Wedge with the Gripper and Tamper Alarm, and we have not authorized the production of this product by any other manufacturer.

The features of the Wedge and the successes experienced by those using it have set this product apart in the industry.

Thank you for your consideration of the Wedge. I am confident this product will be a success for your facility, as it has been for many others.

Sincerely,

THE STATE OF ALABAMA
MORGAN COUNTY

Ryan Childers
Sales & Estimating
Willo Products Company
256-353-7161 ext. 277
rchilders@willoproducts.com

I, a Notary Public, hereby certify that Ryan Childers, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.



Given under my hand this 17th day of February, 2023

Paula K. Evans, Notary Public

Print Name PAULA K EVANS
My commission expires: 9-29-2025



US008528272B1

(12) **United States Patent**
Foss

(10) **Patent No.:** **US 8,528,272 B1**
(45) **Date of Patent:** **Sep. 10, 2013**

- (54) **DETENTION FACILITY CELL DOOR LOCK AND HOUSING ASSEMBLY**
- (75) **Inventor:** **Brian S Foss, Madison, AL (US)**
- (73) **Assignee:** **Willo Products Company, Inc., Decatur, AL (US)**
- (*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.
- (21) **Appl. No.:** **13/478,655**
- (22) **Filed:** **May 23, 2012**
- (51) **Int. Cl.**
E04H 3/08 (2006.01)
- (52) **U.S. Cl.**
USPC **52/106**
- (58) **Field of Classification Search**
USPC 52/645, 646, 204.1, 106; 49/394, 49/15, 17; 70/370, 448, 451, 102, 104; 292/3, 292/32, 37, 137, 156, 163, 164, 169, 169.13, 292/169.14, 169.15, 182, 138, 140, 340, 292/DIG. 40, DIG. 41, DIG. 51, DIG. 53, 292/DIG. 55
See application file for complete search history.

3,893,723	A *	7/1975	Boule	292/140
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Primary Examiner — Joshua J Michener

Assistant Examiner — Keith Minter

(74) *Attorney, Agent, or Firm* — George P. Kobler; Lanier Ford Shaver & Payne P.C.

(57) **ABSTRACT**

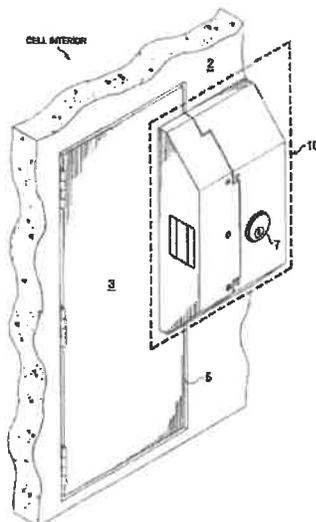
A detention facility cell door lock housing assembly includes a lock mechanism housing to be mounted on the exterior surface of a cell wall adjacent the cell door opening and lock pocket housing correspondingly mounted on the exterior surface of the cell door. The lock mechanism housing includes a stepped side wall having at least a portion with an exterior facing surface to act as a stop. The lock pocket housing includes an opposingly stepped side wall, such that when the door is close the respective side walls fit together and the stop is engaged to prevent further door travel.

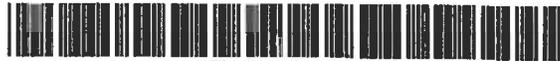
10 Claims, 5 Drawing Sheets

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US009482030B2

(12) **United States Patent**
Heinrich et al.

(10) **Patent No.:** US 9,482,030 B2
(45) **Date of Patent:** Nov. 1, 2016

(54) **TAMPER-RESISTANT LOCKING SYSTEMS AND METHODS**

(71) **Applicant:** Willo Products Company, Inc.,
Decatur, AL (US)

(72) **Inventors:** Matt P. Heinrich, Decatur, AL (US);
Brian S. Foss, Madison, AL (US)

(73) **Assignee:** Willo Products Company, Inc.,
Decatur, AL (US)

(*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) **Appl. No.:** 14/834,253

(22) **Filed:** Aug. 24, 2015

(65) **Prior Publication Data**

US 2016/0053513 A1 Feb. 25, 2016

Related U.S. Application Data

(60) **Provisional application No. 62/040,667, filed on Aug. 22, 2014, provisional application No. 62/062,406, filed on Oct. 10, 2014.**

(51) **Int. Cl.**
E05B 17/20 (2006.01)

(52) **U.S. Cl.**
CPC **E05B 17/2088** (2013.01)

(58) **Field of Classification Search**
CPC B05B 17/2088; E05B 17/2084
USPC 70/416-418; 49/460; 292/346
See application file for complete search history.

(56) **References Cited**

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5,267,461 A	12/1993	Eizen	

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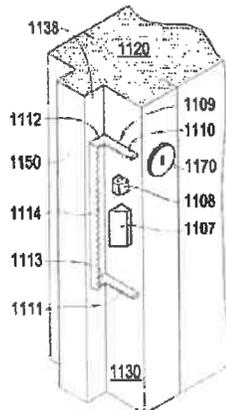
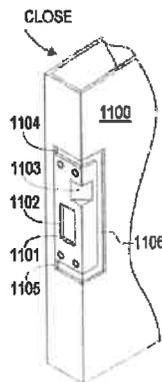
Primary Examiner Suzanne Barrett

(74) *Attorney, Agent, or Firm* — Atlanta Technology Law

(57) **ABSTRACT**

A locking system that has an opening in a door adapted and arranged for receiving a lock bolt and a lock fixed in a wall for actuating a lock bolt adapting and arranged for being received by the opening in the door when the door is closed. The locking system further comprises a blocking strip protruding from a door jamb, the strip coupled to the door jamb, the strip coupled to the door jamb and positioned adjacent the lock bolt for blocking access to the lock bolt between the door and the door jamb.

9 Claims, 21 Drawing Sheets





US010030414B1

(12) **United States Patent**
Ozier et al.

(10) **Patent No.:** **US 10,030,414 B1**
(45) **Date of Patent:** ***Jul. 24, 2018**

(54) **TAMPER-RESISTANT LOCKING AND NOTIFICATION SYSTEMS FOR DETENTION CELLS**

(71) **Applicants:** Lynn Ozier, Decatur, AL (US); Dave Wood, Decatur, AL (US); Brian Terry, Decatur, AL (US); Matt P. Heinrich, Decatur, AL (US); Brian S. Foss, Decatur, AL (US)

(72) **Inventors:** Lynn Ozier, Decatur, AL (US); Dave Wood, Decatur, AL (US); Brian Terry, Decatur, AL (US); Matt P. Heinrich, Decatur, AL (US); Brian S. Foss, Decatur, AL (US)

(73) **Assignee:** Willo Products Company, Inc., Decatur, AL (US)

(*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(21) **Appl. No.:** 15/818,963

(22) **Filed:** Nov. 21, 2017

Related U.S. Application Data

(63) Continuation of application No. 15/679,417, filed on Aug. 17, 2017, which is a continuation-in-part of application No. 15/291,242, filed on Oct. 12, 2016, which is a continuation of application No. 14/834,253, filed on Aug. 24, 2015, now Pat. No. 9,482,030.

(60) Provisional application No. 62/062,406, filed on Oct. 10, 2014, provisional application No. 62/433,127, filed on Dec. 12, 2016, provisional application No. 62/467,305, filed on Mar. 6, 2017.

(51) **Int. Cl.**
E05B 17/20 (2006.01)

(52) **U.S. Cl.**
CPC *E05B 17/2088* (2013.01); *E05B 17/2084* (2013.01)

(58) **Field of Classification Search**
CPC *E05B 17/2084*; *E05B 17/2088*
USPC *70/416, 417; 49/460; 292/346*
See application file for complete search history.

(56) **References Cited**

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52/106
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- 9,482,030 B2 * 11/2016 Heinrich *E05B 17/2088*

* cited by examiner

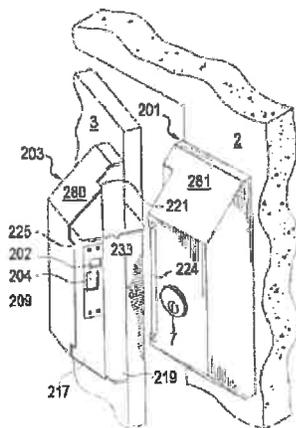
Primary Examiner — Suzanne L Barrett

(74) *Attorney, Agent, or Firm* Atlanta Technology Law

(57) **ABSTRACT**

A locking system that has an opening in a door adapted and arranged for receiving a lock bolt and a lock fixed in a wall for actuating a lock bolt adapting and arranged for being received by the opening in the door when the door is closed. Alternatively, the locking system is mounted on the exterior of the detention cell door and the adjacent exterior cell wall. The locking system further comprises a blocking strip protruding from a door jamb, the strip coupled to the door jamb, the strip coupled to the door jamb and positioned adjacent the lock bolt for blocking access to the lock bolt between the door and the door jamb. The locking system further comprises a system for monitoring and reporting the status of a detention cell door, the lock bolt, and the roller bolt.

19 Claims, 24 Drawing Sheets





US010316546B1

(12) **United States Patent**
Ozier et al.

(10) **Patent No.:** **US 10,316,546 B1**

(45) **Date of Patent:** ***Jun. 11, 2019**

(54) **TAMPER-RESISTANT LOCKING AND NOTIFICATION SYSTEMS FOR DETENTION CELLS**

(52) **U.S. Cl.**

CPC *E05B 17/2088* (2013.01)

(58) **Field of Classification Search**

CPC *E05B 17/2084; E05B 17/2088*

USPC *70/416-418; 292/346; 49/460*

See application file for complete search history.

(71) Applicant: **Willo Products Company, Inc.,**
Decatur, AL (US)

(72) Inventors: **Lynn D. Ozier, Decatur, AL (US);**
David Wood, Decatur, AL (US); Brian
Terry, Decatur, AL (US); Matt P.
Heinrich, Decatur, AL (US); Brian S.
Foss, Decatur, AL (US)

(56) **References Cited**

U.S. PATENT DOCUMENTS

4,648,253 A * 3/1987 Imhoff *E05B 47/0047*
292/210

8,528,272 B1 * 9/2013 Foss *E05F 17/001*

9,045,927 B1 * 6/2015 Hoffberg *E05F 3/102*

9,482,030 B2 * 11/2016 Heinrich *E05B 17/2088*

* cited by examiner

(73) Assignee: **Willo Products Company, Inc.,**
Decatur, AL (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

Primary Examiner Suzanne L Barrett

(74) *Attorney, Agent, or Firm* — Atlanta Technology Law

(21) Appl. No.: **15/679,417**

(22) Filed: **Aug. 17, 2017**

(57) **ABSTRACT**

A locking system that has an opening in a door adapted and arranged for receiving a lock bolt and a lock fixed in a wall for actuating a lock bolt adapting and arranged for being received by the opening in the door when the door is closed. Alternatively, the locking system is mounted on the exterior of the detention cell door and the adjacent exterior cell wall. The locking system further comprises a blocking strip protruding from a door jamb, the strip coupled to the door jamb, the strip coupled to the door jamb and positioned adjacent the lock bolt for blocking access to the lock bolt between the door and the door jamb. The locking system further comprises a system for monitoring and reporting the status of a detention cell door, the lock bolt, and the roller bolt.

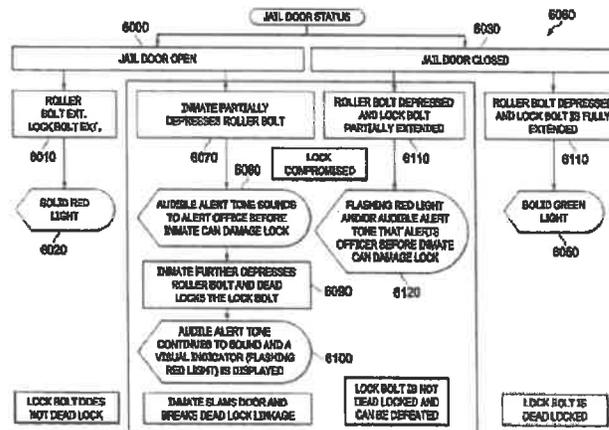
Related U.S. Application Data

(63) Continuation-in-part of application No. 15/291,242, filed on Oct. 12, 2016, now abandoned, which is a continuation of application No. 14/834,253, filed on Aug. 24, 2015, now Pat. No. 9,482,030.

(60) Provisional application No. 62/040,667, filed on Aug. 22, 2014, provisional application No. 62/062,406, filed on Oct. 10, 2014, provisional application No. 62/433,127, filed on Dec. 12, 2016, provisional application No. 62/467,305, filed on Mar. 6, 2017.

(51) **Int. Cl.**
E05B 17/20 (2006.01)

19 Claims, 24 Drawing Sheets





US010385587B1

(12) **United States Patent**
Heinrich et al.

(10) **Patent No.:** **US 10,385,587 B1**
(45) **Date of Patent:** **Aug. 20, 2019**

(54) **TAMPER-RESISTANT LOCKING SYSTEMS AND METHODS**

- (71) Applicant: **Willo Products Company, Inc.**,
Decatur, AL (US)
- (72) Inventors: **Matt P. Heinrich**, Decatur, AL (US);
Brian S. Foss, Madison, AL (US)
- (73) Assignee: **Willo Products Company, Inc.**,
Decatur, AL (US)
- (*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.
- (21) Appl. No.: **15/291,242**
- (22) Filed: **Oct. 12, 2016**

Related U.S. Application Data

- (63) Continuation of application No. 14/834,253, filed on Aug. 24, 2015, now Pat. No. 9,482,030.
- (60) Provisional application No. 62/040,667, filed on Aug. 22, 2014, provisional application No. 62/062,406, filed on Oct. 10, 2014.

- (51) **Int. Cl.**
E05B 17/20 (2006.01)
E05B 15/02 (2006.01)
- (52) **U.S. Cl.**
CPC *E05B 17/2088* (2013.01); *E05B 15/0205* (2013.01); *E05B 17/2003* (2013.01); *E05B 2015/023* (2013.01)
- (58) **Field of Classification Search**
CPC *E05B 17/2084*; *E05B 17/2088*
USPC 70/416, 417; 49/460; 292/346
See application file for complete search history.

(56) **References Cited**

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1,940,639 A	12/1933	White	
2,146,552 A	2/1939	Ralston	
2,170,521 A	8/1939	Rodth	
2,290,114 A	7/1942	Metzler	
2,397,926 A	4/1946	Creech	
2,417,167 A	3/1947	Johnston	
2,454,904 A	11/1948	Wylie	
3,271,063 A	9/1966	Garrett	
3,290,081 A	12/1966	Sushan	
3,592,498 A	7/1971	Raccuglia, Sr.	
3,893,723 A	7/1975	Boule	
4,178,027 A	12/1979	Charron	
4,180,287 A	12/1979	Youngblood et al.	
4,279,436 A	7/1981	Heffel	
4,345,787 A	8/1982	Dabrowski	
4,390,199 A	6/1983	Taylor	
4,691,542 A	9/1987	Young	
4,813,254 A *	3/1989	Foshee	E05B 67/36 70/104

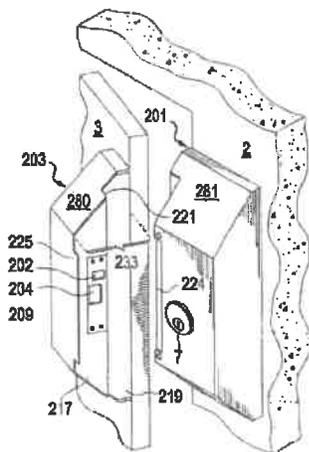
(Continued)

Primary Examiner — Suzanne Lale Dino Barrett
(74) *Attorney, Agent, or Firm* — Luke Anderson; Atlanta Technology Law

(57) **ABSTRACT**

The present disclosure is a locking system that has an opening in a door adapted an arranged for receiving a lock bolt and a lock fixed in a wall for actuating a lock bolt adapting and arranged for being received by the opening in the door when the door is closed. The locking system further comprises a blocking strip protruding from a door jamb, the strip coupled to the door jamb and positioned adjacent the lock bolt for blocking access to the lock bolt between the door and the door jamb.

12 Claims, 21 Drawing Sheets





**WILLO PRODUCTS
COMPANY** SINCE 1945
Detention Locking Systems & Controls



Section 4 – Scanned Architectural sheet of Pod Identification



3/22/2023

**Change Order Number One Proposal
To PO number CN230038**

Interim Director, Crayman J. Harvey, MS
Alvin S. Glenn Detention Center
201 John Mark Dial Drive
Columbia, SC 29209
Phone: 803-576-3200
Cell:803-240-2875
Harvey.crayman@richlandcountysc.gov

Mr. Harvey,

The Following is our Scope of work for the proposed change order number one.

Scope of Work:

In our original quotation, we included “*Recommendations and Assumptions.*” The recommendations were to confirm the structural integrity of the opening and its functionality. I copied and pasted the Recommendations from the original quote. They are located on page two of this proposal.

On March 14th The project engineer and project manager assigned to the Alvin S. Glenn project conducted a site visit. As of March 14th, the following cell door openings did not meet the recommendations that must be satisfied for a successful installation of the Wedge locking system.

Thirty-nine cell doors were identified to have either structural issues or functional issues. The followings are the findings and the proposed solutions. Incorporating these solutions will guarantee a successful locking system installation.

- 1 (each) Detention cell door skin for door mark, SHU 47. Please see the attachment.
 - Hollow metal door SHU 47 has significant damage to the skin of the door.
 - To Repair this door, ***we propose to Furnish and Install*** a 10GA skin to the existing hollow metal door. This will conceal the damaged areas, strengthen the door, and permit the facility to maintain the continuity of all the doors.
- 19 (each) Strengthening plates
 - In the SHU unit, seven doors on the lower level and twelve doors on the upper level need structural reinforcement to the door skin at the strike location.



- **We propose to Furnish and install** a section of 10GA steel approximately 4 inches wide by 18 inches long.
- We also will weld up the sections that are currently splitting at the door strike
- 22 (each) Detention cell doors that are equipped with 4 (each) detention hinges need replacement. **We Propose to Furnish and Install** eighty-eight hinges.
 - The Security hollow metal doors are sagging. This sagging is causing the door and frame to be out of alignment. Typically, door sagging can be corrected by the replacement of the security hinges.
 - Sometimes misalignment is caused by a hinge pad breaking loose within the frame or door. There is no way to check the hinge pad until a hinge is removed. Currently, we are quoting the replacement of the detention hinge only.
 - For a proper wedge installation, the door and frame must be in alignment. As you know we are welding the backplate on both the door and frame, therefore proper alignment must be achieved before installation.
- 1 (each) Reverse swing hollow metal door
 - For a proper Wedge installation, we require seven inches of field space. This dimension is measured from the edge of the rabbet of the hollow metal frame going backward. One opening does not have the wall space for the Wedge.
 - The solution for this issue is to reverse swing the door. We **Propose to Furnish and Install** a conduit and conduit cover going up, across, and back down the hollow metal frame. The control wire is extended from the old lock pocket area through the conduit to the opposite side of the new lock pocket area. We will add a continuous hinge to the opposite side of the door. Through these activities, the detention locking system is functional at that cell door location.

Recommendation and Assumptions from the original scope letter:

- *This proposal recommends* before the Wedge installation begins all detention hinges be checked by the facility for correct operation. If a hinge has up-and-down movement the knuckle is defective and should be replaced. Willo Products can offer a price to furnish and install security hinges, or a continuous hinge if the hinge pads are damaged.
- *This proposal recommends* all hollow metal doors be checked for structural integrity. If a detention door is compromised, its repair or replacement should occur before the Wedge installation. Willo Products can offer pricing to furnish and install replacement doors.



We Do not include the following:

- Paint, or painting
- Repairing the hinge pads
- Anything not specifically listed as being furnished and installed
- Hollow metal doors, frames, security glass
- Security or architectural hardware not specifically listed as being furnished and installed
- Tax
- Grout or grouting
- Caulk or caulking
- Any item not specifically listed as being furnished and installed

PRICING:

To Furnish and install the above scope of Work we request a change order to P.O. number CN230038 in the amount of **\$28,108.00.**

Sincerely,

Ryan Childers

Ryan Childers
Sales & Estimating
714 Willo Industrial Drive, SE
Decatur, AL 35601
Office number: 256-353-7161 X 234
Cell number: 256-580-0166 (Preferred)
Email: rchilders@willoproducts.com
Website: Willoproducts.com

Richland County Council Request for Action

Subject:

Case # 22-040MA
Mark Meadows
RU to GC (1.00 Acres)
311 Killian Road
TMS # R14781-04-10

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R14781-04-10 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14781-04-10 From Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-001MA
Heather Bounds
M-1 to RS-HD (77.78 Acres)
N/S Hard Scrabble Road
TMS # R17301-02-01

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17301-02-01 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL SINGLE-FAMILY HIGH-DENSITY DISTRICT (RS-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17301-02-01 from Light Industrial District (M-1) to Residential Single-Family High-Density District (RS-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-002MA
James Stembridge
PDD to RS-LD (4.01 Acres)
110 Jacobs Mill Pond Road
TMS # R25810-03-08

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 25810-03-08 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO RESIDENTIAL SINGLE-FAMILY LOW-DENSITY DISTRICT (RS-LD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 25810-03-08 from Planned Development District (PDD) to Residential Single-Family Low-Density District (RS-LD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-003MA
Wesley Slice
RU to GC (4 Acres)
1000 W Shady Grove Road
TMS # R02600-06-16

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02600-06-16 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02600-06-16 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-004MA
Carlos Hart
RS-MD to GC (0.31 Acres)
7011 Frost Ave
TMS # R07614-01-10

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 07614-01-10 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM-DENSITY DISTRICT (RS-MD) DISTRICT TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 07614-01-10 from Residential Single-Family Medium-Density District (RS-MD) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-006MA
Ross P. McClary
PDD to RU (3.00 Acres)
11447 & 11451 Garners Ferry Rd
TMS # R35200-09-10 and 38

Notes:

First Reading: March 28, 2023
Second Reading:
Third Reading:
Public Hearing: March 28, 2023

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 35200-09-10 AND 35200-09-38 FROM PLANNED DEVELOPED DISTRICT (PDD) DISTRICT TO RURAL DISTRICT (RU); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 35200-09-10 AND 35200-09-38 from Planned Development District (PDD) to Rural District (RU).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Economic Development - Partial Closure of Locklier Road

Notes:

March 28, 2023 – The Development and Services Committee recommended Council to approve Public Works request to initiate the petition process to close a portion of this road for the following reasons:

1. The narrow width of the existing road makes it almost impossible for two-way traffic to pass.
2. The washed-out culvert makes it impossible for travel along the entire length of the road.
3. The existing dirt portion does not currently serve any residences or businesses.
4. The existing road splits the property in half, which is undesirable for interested industries.
5. For any industry that chooses to build on the property, their access points would be on Blythewood Rd. and/or Community Rd., cancelling the need for the dirt portion of Locklier Rd. to remain.

**RICHLAND COUNTY
ADMINISTRATION**

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

Agenda Briefing



Prepared by:	Jeff Ruble	Title:	Director
Department:	Economic Development	Division:	
Date Prepared:	February 13, 2023	Meeting Date:	February 28, 2023
Legal Review	Patrick Wright via email	Date:	March 16, 2023
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2023
Finance Review	Stacey Hamm via email	Date:	February 17, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Development & Services		
Subject	Locklier Road Partial Road Closure		

RECOMMENDED/REQUESTED ACTION:

Staff recommends that County Council approves to close a portion of Locklier 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 not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The costs associated with this request would include any court fees required for the petition along with any barricades necessary to close the road at each end to through traffic.

Per the County Attorney’s office, the court cost for filing is \$0.00. There is a minimal cost for barricades.

Applicable department/grant key and object codes: 1200992050 526500.4852500

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County Ordinance Sec. 21-14 (See attached)

S.C. Code of Laws § 57-9-10 (See attached)

MOTION OF ORIGIN:

There is no associated motion of Council origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Locklier Road is an existing road, approximately 2.5 miles in length, that begins at Blythewood Road and ends at Fulmer Road. A 0.27 mi portion of the road is paved with a dedicated 66' right-of-way (ROW). The remainder of the road is dirt, with a portion having a dedicated 66' ROW, a portion running through County property with a variable ROW, and a portion only having a prescriptive easement running through Saddle Brook Properties. The majority of this dirt portion is only 10' - 13' which prohibits two-way traffic from safely passing along the road.

Currently, Richland County owns the majority of the property that this road runs through (see attached exhibit with County property highlighted in red.) This property is known as the Blythewood Industrial Park. Richland County Economic Development, in partnership with the Department of Commerce, is actively showing this property to several industries that have an interest in developing it.

During the 2015 flood, this road suffered a significant amount of erosion, with one culvert being completely washed out. This area (noted on the attached exhibit) was not repaired after the flood, and passage is currently impossible. This request is to close the road from Blythewood Rd. down to this washed-out area (approximately 2.25 mi). The portion of the road just to the south of the washed-out area would remain open to the public to allow access to the Saddle Brook Properties LLC parcel.

Public Works requests the petition process be initiated to close a portion of this road for the following reasons:

1. The narrow width of the existing road makes it almost impossible for two-way traffic to pass.
2. The washed-out culvert makes it impossible for travel along the entire length of the road.
3. The existing dirt portion does not currently serve any residences or businesses.
4. The existing road splits the property in half, which is undesirable for interested industries.
5. For any industry that chooses to build on the property, their access points would be on Blythewood Rd. and/or Community Rd., cancelling the need for the dirt portion of Locklier Rd. to remain.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure; Objective 4.3 Create excellent facilities.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Due to the current impassable condition of the dirt portion of the road, there would be no adverse effects to any Emergency Services caused by closing this road.

ATTACHMENTS:

1. Richland County Ordinance Sec. 21-14
2. S.C. Code of Laws § 57-9-10
3. Road Closure Exhibit

Attachment 1

Sec. 21-14. Abandonment of public roads and right-of-ways.

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.

(b) Any person or organization wishing the county to abandon maintenance on an existing county-maintained street, road or highway shall submit to the public works department a petition to do so signed by the owners of all property adjoining the road and by the owners of all property who use the road as their only means of ingress/egress to their property. The petition shall state that the property owners release and indemnify the county from any duty to maintain the road. At the recommendation of the county engineer, the county administrator shall have the authority to act on a petition that involves a dead-end road; county council shall have the authority to approve petitions under all other circumstances. If the petition is approved, the county engineer may require the property owners to place an appropriate sign alongside or at the end of the road.

(c) Any person or organization wishing to acquire ownership of an unused road right-of-way in the county (including a public right-of-way that is dedicated either by deed, prescription, or recordation of a plat) may submit a petition for consideration by county council. If it is determined by the county's planning department and public works department that the right-of-way will not be utilized by the county for road purposes, county council may approve a quit-claim deed conveying the county's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to county council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the register of deeds and for returning a filed copy to the office of the county attorney. The county council may require the grantees) to pay up to the fair market value, as determined by the county assessor's office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the county assessor's office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.

(Code 1976, § 8-1009; Ord. No. 071-01HR, § I, 11-6-01; Ord. No. 005-03HR, § I, 1-21-03)

Attachment 2

South Carolina Code of Laws Unannotated

Title 57 - Highways, Bridges and Ferries

CHAPTER 9

Abandonment or Closing of Streets, Roads, or Highways

SECTION 57-9-10. Petition to abandon or close street, road, or highway; notice.

Any interested person, the State or any of its political subdivisions or agencies may petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not. Prior to filing the petition, notice of intention to file shall be published once a week for three consecutive weeks in a newspaper published in the county where such street, road or highway is situated. Notice also shall be sent by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change, and posted by the petitioning party along the street, road, or highway, subject to approval of the location of the posting by the governmental entity responsible for maintenance of the street, road, or highway. The Department of Transportation shall promulgate regulations which once effective will establish the minimum mandatory size, language, and specific positioning of signs pursuant to this section.

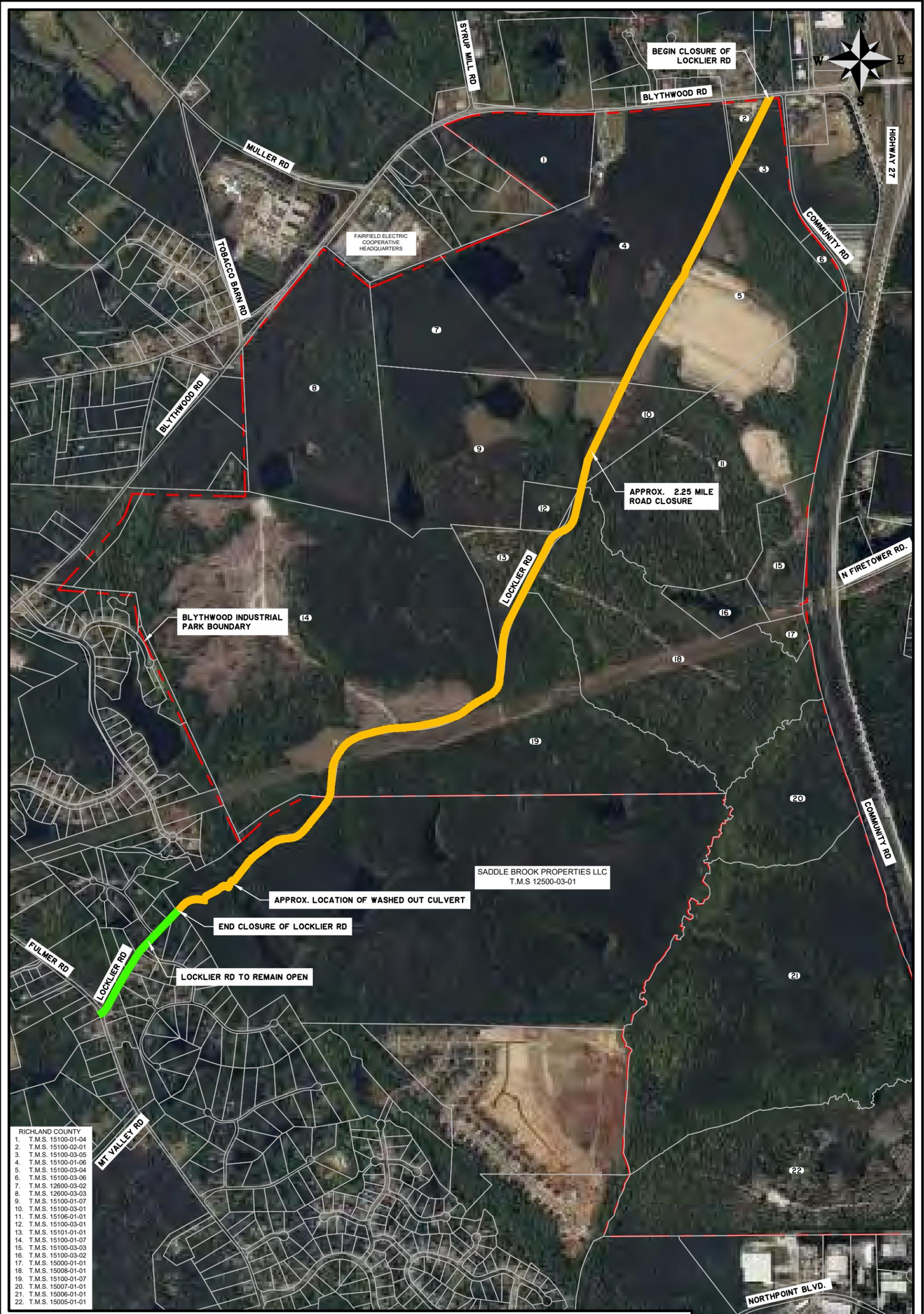
HISTORY: 1962 Code Section 33-521; 1962 (52) 2183; 2012 Act No. 184, Section 1, eff June 7, 2012.

SECTION 57-9-20. Court shall make determination.

If the court shall determine that it is to be the best interest of all concerned that such street, road or highway be abandoned or closed, the court shall then determine in whom the title thereto shall be vested and issue an appropriate order.

HISTORY: 1962 Code Section 33-522; 1962 (52) 2183.

Z:\27015\27015.0006\ENGINEERING\DRAWINGS\EXHIBITS\LOCKLIER RD CLOSURE EXHIBIT.DWG - Feb 13, 2023 - 2:06 PM



LOCKLIER RD - ROAD CLOSURE EXHIBIT

BLYTHWOOD INDUSTRIAL PARK

CLIENT:
RICHLAND COUNTY

LOCATION: RICHLAND COUNTY, SC
DATE: 02/13/2023
JOB NUMBER: J-27015.0006

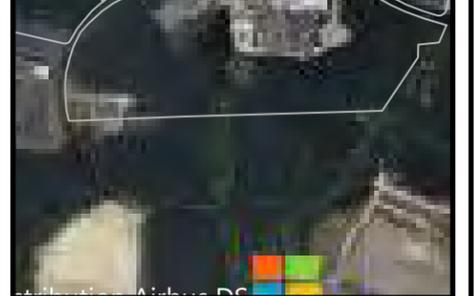
DRAWN BY: MTC
REVIEWED BY: ABB

SHEET: 1 OF 1
SCALE: 1" = 1000'

THOMAS & HUTTON

1501 Main Street • Suite 760
Columbia, SC 29201 • 803.451.6789

www.thomasandhutton.com



Richland County Council Request for Action

Subject:

Utilities - Southeast Sewer Master Plan

Notes:

March 28, 2023 – The Development and Services Committee recommended Council approve the concept plan so AECOM can complete the Southeast Sewer Master Plan.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	
Date Prepared:	March 3, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 21, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 8, 2023
Finance Review	Stacey Hamm via email	Date:	March 9, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Development & Services		
Subject	Southeast Sewer Master Plan		

RECOMMENDED/REQUESTED ACTION:

Richland County Utilities (RCU) recommends approval of the concept plan so AECOM can complete the Southeast Sewer Master Plan.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The current budget allotted amount is \$77,000. This includes the \$7000 contingency.

Applicable department/grant key and object codes: 2110367000.526500

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Phase One of the Southeast Water & Sewer project is complete. Serving as the system's backbone, Phase 1 helped connect sewer customers within the City of Columbia's transfer area to the Richland County Utilities (RCU) Eastover Wastewater Treatment Plant.

The current capacity of Phase 1 has been exhausted due to the growth from the "willingness to serve" letters issued to several thousand new residential homes awaiting connection. RCU is ready to proceed with the next two critical phases and expand the Eastover Wastewater Treatment Plant. The gravity flow design utilizing the Myers Creek, Cabin Creek, and Cedar Creek outfalls will enable RCU to connect additional residents in Council Districts 10 and 11. The concept plan was a joint effort with Development Services (attachment 1).

Strategic Goal 4.2 establishes the need to create a concerted effort between the various departments within Richland County to ensure water, sewer, and roads are developed in a comprehensive manner to plan for smart growth across the County. Within the water and sewer industry, the standard practice is to create a Master Plan.

Richland County Utilities entered into an agreement with AECOM to provide a comprehensive Sewer Master Plan for the entire southeast area. The scope is limited to properties within Richland County Utilities 208 Management Area. The overall goal of the Master Plan is to identify short-term (3-5 years), intermediate (10-15 years), and long-term capital improvement projects (20 years) to serve sewer to the customers across the southeast where economically practical and where grant funding may be feasible.

Developing a comprehensive plan will support smart growth throughout the area and will align with the Lower Richland Tourism Plan. Additionally, when utilities and roads are in place, the County can attract large industrial projects within designated areas identified in the comprehensive plan. Working with the Economic Development Department, Utilities will be able to plan for these industrial projects well in advance and thus position the County to capture them. When projects are developed in the planned area, growth occurs in an orderly and sustainable manner which in turn provides a mechanism to positively impact economy by generating revenue and jobs well into the future. Utilities would ask for Council's approval of the concept plan so we can authorize AECOM to proceed with developing the Master Plan. The plan can be completed within 8 to 12 months of Council approval. Once the Master Plan is complete, the County will select consultants and begin the design phase for the short-term projects as well as seek funding sources for construction for the projects.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Strategic Goal 4: Plan for Growth through inclusive and equitable infrastructure

Objectives:

- 4.1: Establish plans and success metrics that allow for smart growth
- 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
- 4.3: Create excellent facilities

ADDITIONAL COMMENTS FOR CONSIDERATION:

The requested action falls under RCU's Key Performance Indicator (KPI) #2: Develop Master Plans for Utilities Department Facilities and Water and Sewer Services.

ATTACHMENTS:

1. 2022 SE Project Presentation to Council March 2023

SOUTHEAST SEWER MASTER PLAN

March 28, 2023

Development & Services Committee

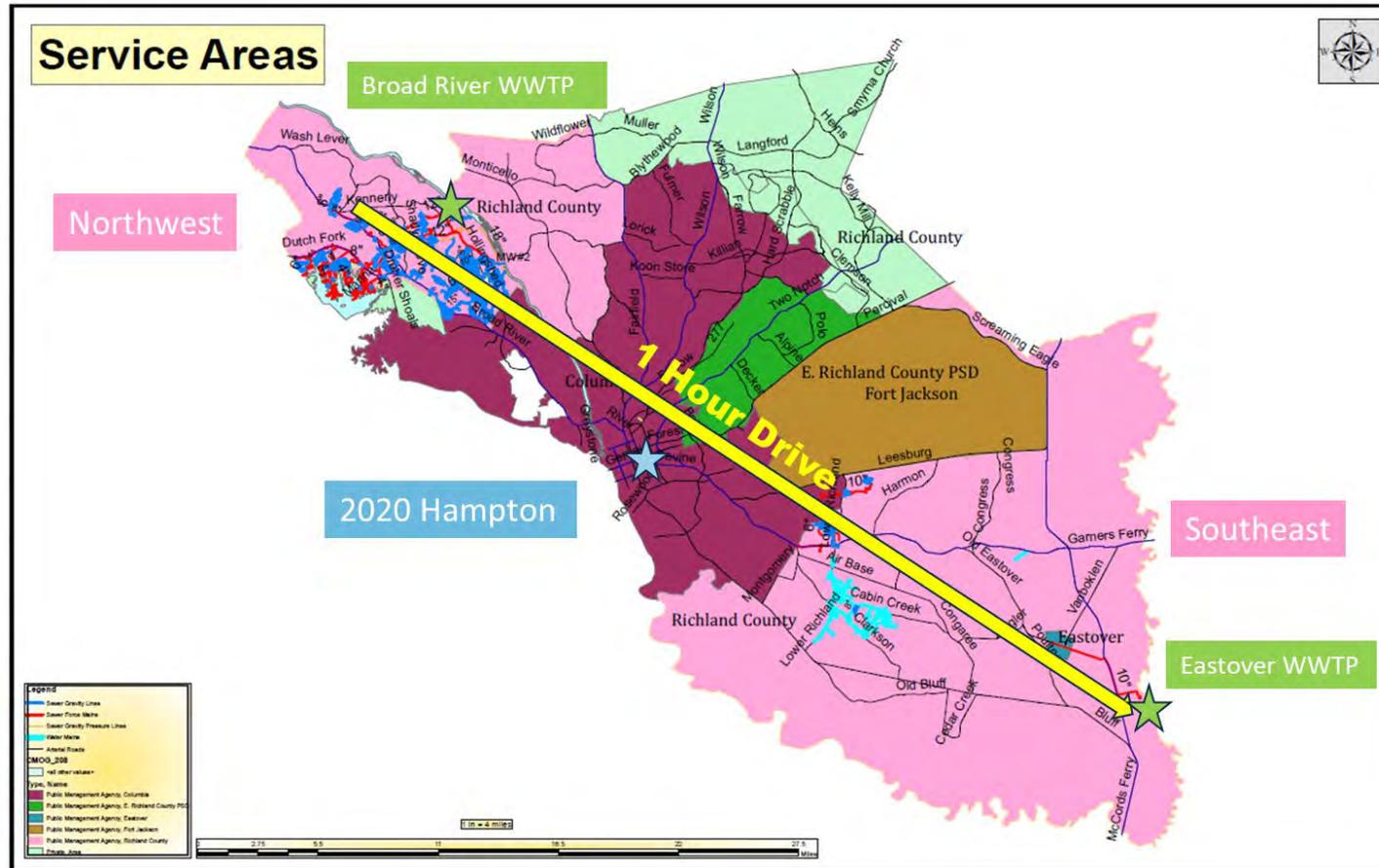


AGENDA

- Current County Sewer System Locations
- Southeast Water & Sewer Phase 1
- Current Needs at Eastover Wastewater Treatment Plant (WWTP)
- Remaining Phase 1 Sewer Capacity
- Phases 1-3 as approved October 02, 2018
- Southeast Sewer Phases 2 & 3 Concept Plan & Projects
- Questions?



CURRENT COUNTY SEWER SYSTEMS LOCATIONS

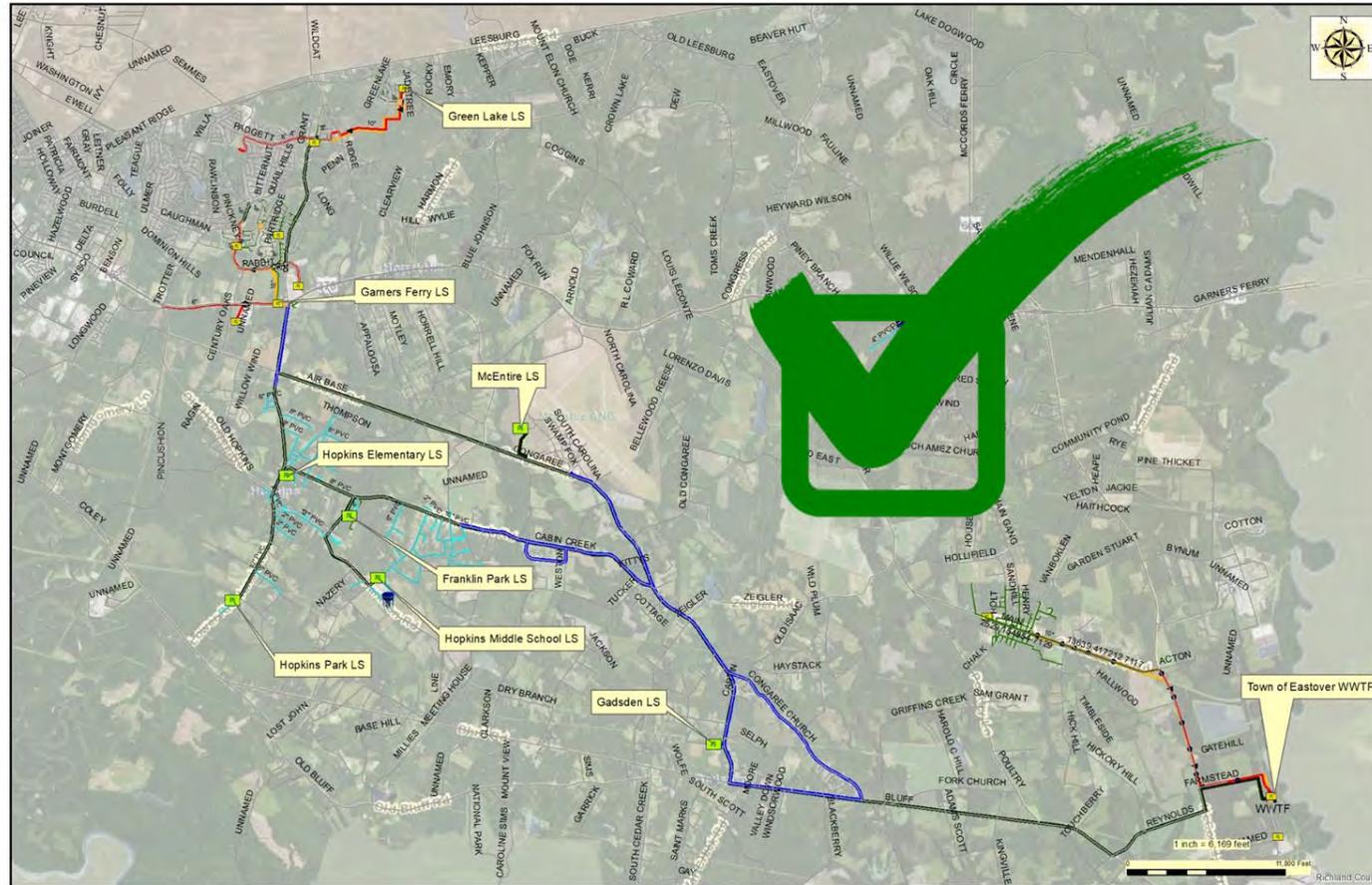


SOUTHEAST WATER & SEWER PHASE 1

- Approved by Council on October 2, 2018
- Awarded in 4 divisions in spring of 2020



SOUTHEAST WATER & SEWER PHASE 1 IS COMPLETE



CURRENT EASTOVER WWTP NEEDS

- An interim biosolids plan for the Eastover WWTP was awarded to Bionomics; a belt press will be in operation in the next few months
- New well system - the existing irrigation well is inadequate for future process water needs
- An upsized return activated sludge pumping system
- A lime feed system
- Increase the capacity of our disinfection system
- Certified lab at the plant
- A storage facility and maintenance office space



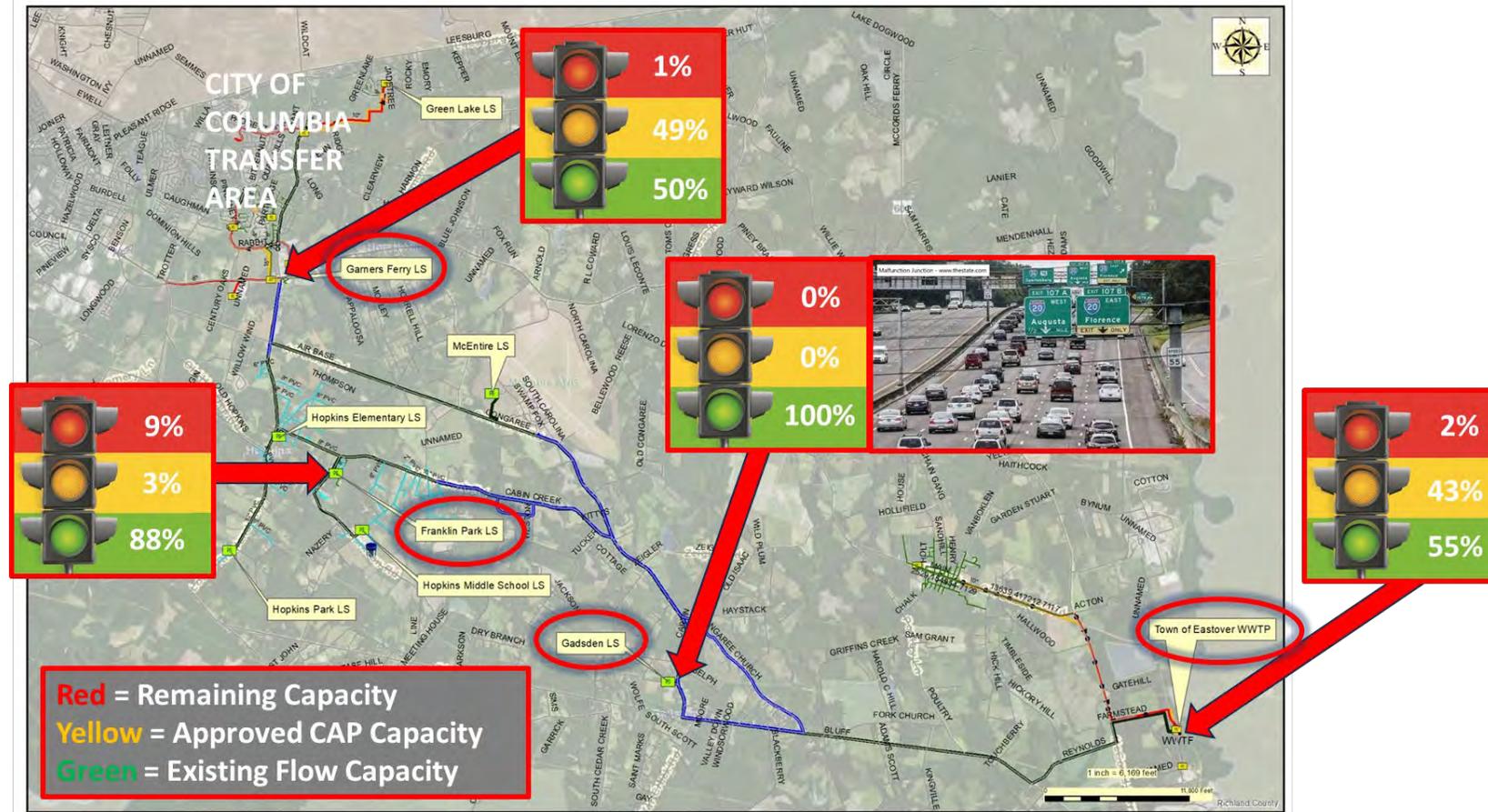
REMAINING PHASE 1 SEWER CAPACITY

Infrastructure	Utilization
Garners Ferry Road Pump Station	100%
Franklin Pump Station	91%*
Gadsden Pump Station	100%
Eastover WWTP	100%

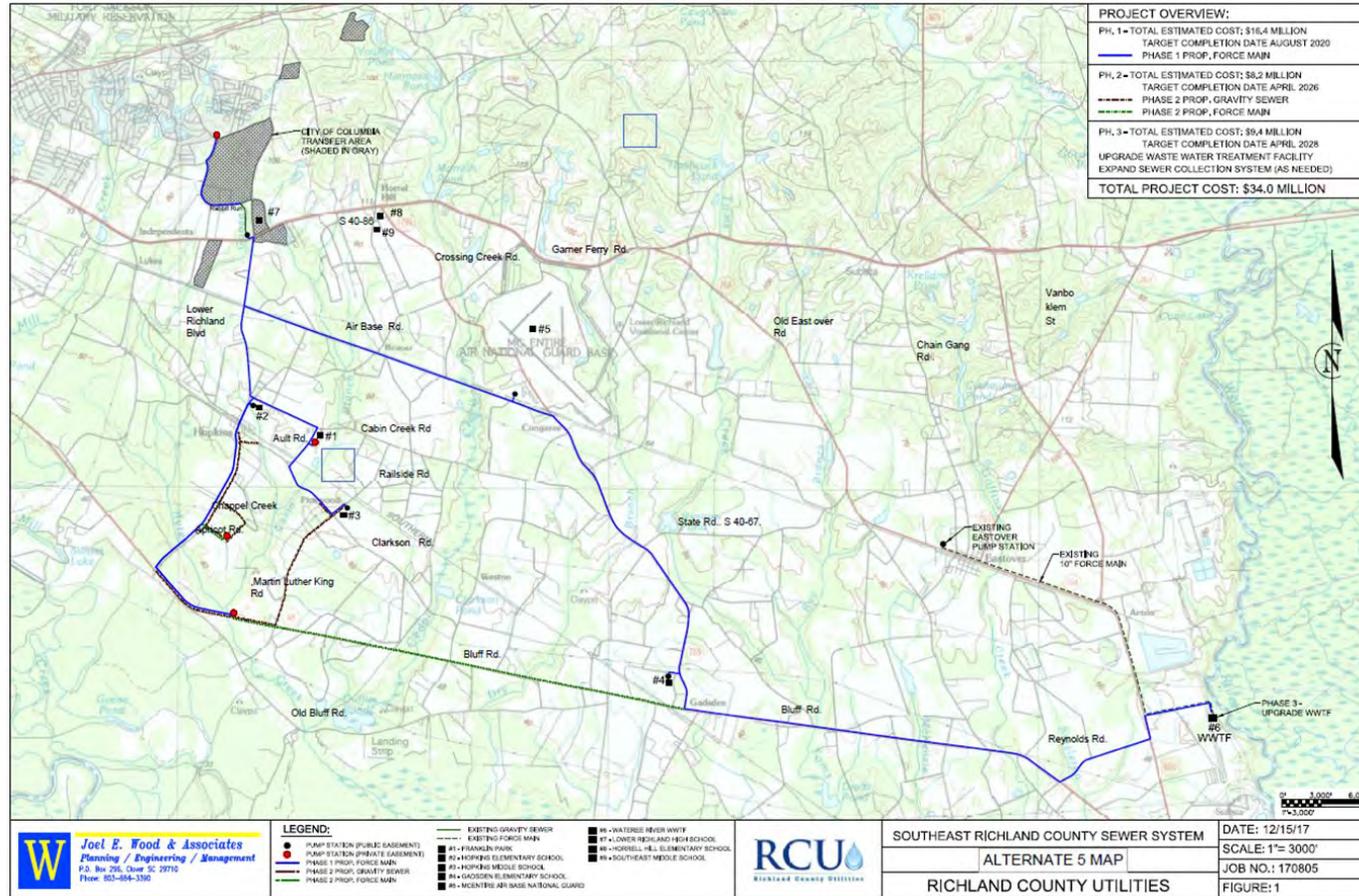
- Quick response from developers interested in utilizing the Phase 1 sewer infrastructure throughout the southeast
- Issued willingness to serve letters for several thousand residential homes in the southeast
- *Franklin Park Pump Station has 9% capacity remaining
- Gadsden Pump Station receives flows from Garners Ferry Road, Franklin Park, and McEntire Pump Stations
- Only a few areas remain to accept minimal additional growth



REMAINING PHASE 1 SEWER CAPACITY



PHASE 1 THROUGH 3 AS APPROVED OCT 02 2018

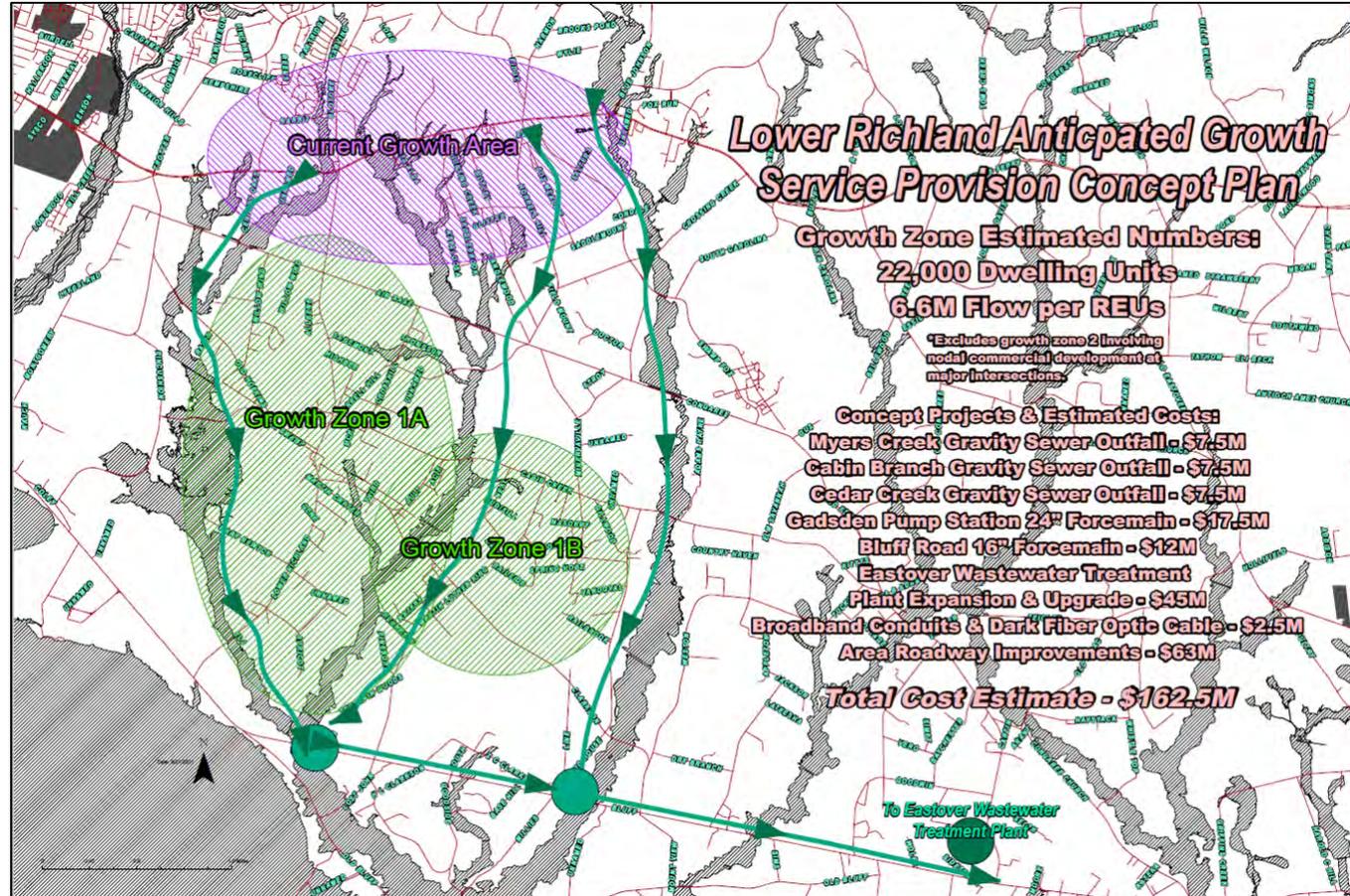


SOUTHEAST SEWER PHASES 2 AND 3

- RCU and Planning staff have been working with Councilwoman English to develop a Concept Plan
- We have retained an Engineer, AECOM, to work on the Southeast Sewer Master Plan
- We are seeking council approval of the concept plan so that AECOM can complete the Southeast Sewer Master Plan
- The Master Plan will define the Phase 2 projects



SOUTHEAST SEWER PHASES 2 & 3 CONCEPT PLAN



RECOMMENDED SOUTHEAST SEWER PHASE 2 & 3 PROJECTS

- 24” force main for additional capacity
- Expansion of the Eastover WWTP to achieve additional capacity for Phase 1-3 Design Flows
- Other major short-term projects to add capacity along the three growth corridors in Concept Plan
- The Southeast Sewer Master Plan will define projects
- Without these projects, we will;
 - Limit growth in the Southeast
 - Face long-term moratoriums in certain areas
 - Be expose to potential regulatory penalties



QUESTIONS?



UTILITIES



Richland County Council Request for Action

Subject:

Department of Public Works - Roads & Drainage Maintenance Division - Purchase of Vactor Truck

Notes:

March 28, 2023 – The Administration and Finance Committee recommended Council approve the purchase of a vactor truck.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Wesley Clark	Title:	General Manager
Department:	Public Works	Division:	Roads and Drainage Maintenance
Date Prepared:	March 6, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 17, 2023
Finance Review	Stacey Hamm via email	Date:	March 17, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Purchase of Vector Truck		

RECOMMENDED/REQUESTED ACTION:

The Department of Public Works is requesting County Council approve the purchase of a vector truck.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The total cost of the item is \$379,530.60, and includes a one-year warranty.

Applicable department/grant key and object codes: 1216302000.5314

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Using a cooperative agreement, the equipment was sourced through the County’s Fleet Management rather than Procurement & Contracting.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Department of Public Works is requesting to purchase a new vac-truck. The equipment is necessary to keep the County’s storm drain systems functioning properly as the maintenance of storm drain structures on county owned right-of-way (ROW) is an essential task of the Roads and Drainage Maintenance division. If denied, staff will not have the ability to maintain storm drains which may result in flooded roads or damage to private property.

On February 7, 2023, Council approved the use of the fund balance in the Road Maintenance Fund. Capital items listed therein included the Vac-Truck; therefore, staff is seeking specific approval now that the equipment is available, and staff has received a quote that includes trading in the existing equipment.

The Roads & Drainage Maintenance Division currently has two vac-trucks. One vac-truck (AC010) is a model year 2006 Sterling with 74,812 miles. The other vac-truck (AJ013) is a model year 2013 Freightliner with 64,134 miles. The manufacturer recommends replacement of this equipment between six and eight years of operation. Both have exceeded their service life and are becoming high maintenance and low level of service. Both are part of the trade-in for the new equipment.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal 4: Plan for growth through inclusive and equitable infrastructure; Objective 4.3: Create excellent facilities.

When considering facilities to be a part of Richland County’s infrastructure, staff will improve its ability to serve residents via the purchase and use of a new vac-truck.

ATTACHMENTS:

1. Quote



Subsidiary of Federal Signal Corporation

704-289-6488 

jjei.com 

info@jjei.com 

4519 Old Charlotte Hwy. Monroe NC 28110



February 24, 2023
Quote #: **0323003**

Richland County, SC

Re: Vactor 2100i Single Engine Fan Combination Sewer Cleaner Unit Quotation

We would like to take this opportunity to thank you for your interest in Joe Johnson Equipment (JJE) and Vactor's industry-leading line of innovative sewer cleaning equipment.

JJE is pleased to present the following quotation to provide one (1) 12yd Vactor 2100i Single Engine, Single Stage Fan Combination Sewer Cleaning Unit mounted on a Freightliner SD114 chassis per NCSA Contract #22-06-0426R Lot #772.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should additional information be required.

Respectfully Submitted,

Evan Tucker
Regional Sales Manager
Joe Johnson Equipment
Cell: (803)528-6262
etucker@jjeusa.com



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



QUOTATION

To supply and deliver one (1) 12yd Vactor 2100i Single Engine, Single Stage Fan Combination Sewer Cleaning Unit mounted on a Freightliner SD114 chassis, equipped as described below:

Debris Body

- 12 yd³ Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside - 2 Pipe, Rear Door – 2 Pipe
- Flat Rear Door with Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door with Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)

Water System

- 1,500 US Gallons Aluminum Water Tanks
- 80 GPM @ 2,500 PSI Water System
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hydraulic Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

Hydro Excavation Package

- 80 GPM @ 2500 psi water system with digital flow meter
- Retractable Reel with 3/8" x 75ft
- Hydro Excavation Handgun, Nozzle and Plumbing

Vacuum System

- High performance single engine design for productivity in leaf vacuuming/catch basin cleaning / hydro-excavating and sanitary sewer flushing

Clean Air. Clean Water. Clean Streets.



- Single stage - 38" diameter centrifugal compressor
- Centrifugal compressor is driven direct through a helical gear type step-up transmission drive with a step-up ratio of 2 to 1
- Gear drive is attached directly to the rotor shaft
- Gears and bearing are maintained via a splash lubrication system, requiring no manual greasing
- Drive system does not utilize pillow block bearings that require excessive daily greasing

Boom System

- 180 Degree 10' Telescoping Boom
- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front
- Remote Wired Pendant Control with 35' Cord

Hose Reel

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 900' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter Located Front Side of Hose Reel – Mechanical
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
- Water Pump On / Off with 3 Position Flow Switch
- Chassis Throttle Control
- Boom Joystick Control
- Vacuum Relief Control
- Full Multi-Flow Control
- Chassis Tachometer and Hour meter
- Blower Tachometer and Hour meter
- Hour Meter for Water Pump Operation
- Hour Meter for PTO Operation
- Digital Footage Counter
- Digital Water Pressure
- Digital Water Flow
- Hydraulic Up/Down Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
- High Pressured Hose Reel
- Control at Front Hose Reel for Rodder System Accumulator - Jack Hammer on/off

Electrical & Safety Systems

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn
- Electronic Back-Up Alarm



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Additional Options:

- Debris Body Washout
- 6" Rear Door Knife Valve with Camloc, 3:00 position
- Centrifugal Separators
- Lube Manifold
- Belly Pack Wireless Controls w/2-way communication and LCD Display with Hose Reel Controls
- Cold Weather Recirculator
- 500' x 1" Piranha Sewer Hose
- Hose Wind Guide (dual roller), Auto, non-indexing
- Rodder System Pinch Roller
- High Pressure Hose Reel
- Work Lights LED Boom
- Camera System- Front rear and both sides
- Toolbox behind Cab 16wx30hx96d
- Chassis Mod
- Remote Pendant Control 35' Cord
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Rear Directional Arrowbaord
- Worklight Operators Station
- Worklight Hose Reel Manhole
- 14 Light Package, 14 Federal Signal Strobe Lights LED
- Rotatable Boom Inlet Hose
- Nozzle Package
- Folding Pipe Rack, Curbside, 8" Pipe

Purchase Price before pending trade in's \$489,583.60

Trade In Valuations:

2006, 2100 Series \$15,000.00
 2014, 2100 Plus \$80,000-\$120,000 (pending Inspection)

Terms & Conditions

Strictly Subject to Availability and Prior Sale

Subject to revision based on events beyond our control due to wildly fluctuating material prices

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Richland County, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days

Clean Air. Clean Water. Clean Streets.

Richland County Council Request for Action

Subject:

Animal Services - City of Columbia Intergovernmental Agreement Renewal

Notes:

March 28, 2023 – The Administration and Finance Committee recommended Council approve the renewal of the intergovernmental agreement for animal housing at the City of Columbia Animal Shelter.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Sandra Haynes	Title:	Director
Department:	Animal Services	Division:	Animal Care
Date Prepared:	March 7, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 9, 2023
Finance Review	Stacey Hamm via email	Date:	March 17, 2023
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Administration & Finance		
Subject	City of Columbia and Richland County Animal Care Facilities Intergovernmental Agreement		

RECOMMENDED/REQUESTED ACTION:

Council is requested to approve the renewal of the intergovernmental agreement for animal housing at the City of Columbia Animal Shelter.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The City of Columbia charges a per diem rate of \$25.02; this rate will remain in effect in the new proposed agreement. The per diem rate will increase annually based on the Consumer Price Index published by the Bureau of Labor Statistics, not to exceed two percent.

Applicable department/grant key and object codes: 1000306200 526800

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

South Carolina Code of Laws, Section 47-3-10

2) "Animal shelter" includes any premises designated by the county or municipal governing body for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this article.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Council is requested to approve the third renewal of the intergovernmental agreement with the City of Columbia Animal Services. The City of Columbia and Richland County began joint animal shelter operations on July 1, 2007. This partnership provides for the efficiency of operations and streamlined customer service for all Richland County residents. Columbia Animal Services reunites pets with their owners, provides spay/neuter, vaccinations, and adoption services, and transfers many stray animals to reputable rescue groups.

In August 2015, the City of Columbia announced its desire to establish a no-kill community of adoptable and treatable pets. This commitment has saved the lives of many stray and injured animals picked up in Richland County.

Denial of renewing the intergovernmental agreement will leave the County at risk of not having suitable housing and veterinary care for stray, sick, injured, and aggressive animals. Currently, there are no other animal housing alternatives available.

Yearly Cost Paid to the City

FY21-22	\$329,462.43
FY20-21	\$246,552.00
FY19-20	\$378,060.00
FY18-19	\$435,384.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal 1. Foster Good Governance, Objective 1.5 Collaborate with other governments.

The collaboration with City to become a part of a no-kill community enhances our image in the community.

ATTACHMENTS:

1. Initial IGA animal shelter annex
2. First renewal
3. Second renewal
4. Proposed renewal

Richland County Council
Regular Session
Tuesday, May 15, 2007
Page Six

Area" into the I-20 Corridor Sub-Area Plan – Mr. Montgomery moved, seconded by Ms. Scott, to approve this item. The vote in favor was unanimous.

Animal Care Recommendation – Mr. Pope briefed Council on their options and also provided them with his recommendation regarding this item.

A discussion took place.

Mr. Jeter moved, seconded by Ms. Hutchinson, to approve option #1 to partner with the City of Columbia to build the Columbia Animal Shelter Annex. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Dickerson, to refer the second part of the Administrator's recommendation regarding capital grants back to the D&S committee for the purpose of addressing an amendment to our Animal Registration Ordinance to create a structure which will have separate licensing fees for unspayed and unneutered and spayed, neutered and micro-chipped animals and then would work with Lexington County and Project Pet to develop a bond ordinance to use those fees to retire the bond debt.

Mr. Jeter recommended the following amendment: to have the Chairman appoint a special committee to work with Lexington County Council to move this matter along.

Mr. Montgomery accepted Mr. Jeter's amendment. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Proposed Traffic Signal Prioritization Policy – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve prioritization by using the South Carolina Department of Transportation criteria. A discussion took place.

The vote was in favor. Ms. Scott opposed.

Funding Options for Electric Signals – Ms. Smith moved, seconded by Ms. Dickerson, to take up the options for funding in the next budget year. A discussion took place.

Ms. Smith withdrew her motion.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to refer the options for funding to the current budget process to identify funding for electric signals for the coming fiscal year. A discussion took place.

The vote was in favor. Ms. Scott opposed.

Richland County Council
Regular Session
Wednesday, July 18, 2012
Page Eight

Coroner Request for approval to renew contract with Knight Systems – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

Solicitor Salary Rollover Request to Provide Employer contributions for Assistant Solicitor Restructuring and Reclassification Plan – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski made a substitute motion that the Solicitor's Office would absorb the costs of benefits in their existing budget. The motion died for lack of a second.

The vote was in favor to approve this item.

Comprehensive Sidewalk Improvement Program – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

Funding for State Mandated Services – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

IGA Extension with City of Columbia re: Animal Shelter Operations – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Memorandum of Understanding between Richland County and the Minority Business Development Agency – Mr. Livingston stated that the committee recommended to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission Adolphus Lee as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

A Resolution Affirming the discontinuation of the Mass Transit Fee through the adoption of the FY2012-2013 Richland County Budget – Mr. Pearce moved, seconded by Mr. Washington, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

- a. **Work Authorization #3 and #4 (M. B. Kahn)** – Ms. Hutchinson moved, seconded by Mr. Malinowski, to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

Richland County Council

McBride

Opposed: Malinowski

The vote was in favor.

Mr. Manning moved, seconded by Mr. N. Jackson, to reconsider this item.

In Favor: Malinowski

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

The motion for reconsideration failed.

- b. City of Columbia and Richland County Animal Care Facilities Intergovernmental Agreement – Mr. Livingston stated the committee’s recommendation was for approval.

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

The vote in favor was unanimous.

- c. Approval of an Intergovernmental Agreement (IGA) between Richland County and the City of Columbia regarding FY 2019 Transportation Penny Program projects – Mr. Livingston stated the committee’s recommendation is for approval.

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

The vote in favor was unanimous.

- d. Affordable Housing Development – Mr. Livingston stated the committee’s recommendation is for approval.

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

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider this item.

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

The motion for reconsideration failed.

discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full.

The per diem fee shall increase annually based upon the Consumer Price Index (“CPI”) increase as published by the Bureau of Labor Statistics not to exceed 2% of the then-current per diem fee. If the CPI decreases, the fee shall remain the same as the preceding year.

2. Shelter Policies.

The City's policies and ordinances, as may from time to time be amended, will be applied to any and all operations of the Shelter, including but not limited to the disposition of animals received at the Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Shelter policy relating to animal intake, City and County personnel will confer as to the proposed change and mutually agree in writing to the change before such policy is adopted and implemented by the City.

3. Advisory Committee.

An Animal Advisory Committee may be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or its designee, the City Manager or its designee and two members each of City and County Councils, or two citizens appointed by City and County Councils to represent the respective Councils. The Committee shall meet as needed.

4. Capacity Issues.

If at any time the Shelter reaches full capacity and is not able to accept additional animals, as may be determined by the City in its discretion after consultation with County Animal Control personnel, acceptance of animals delivered by County citizens and City citizens to the Shelter will

have priority over those delivered by County personnel and City personnel. Upon such determination by the City, and with notice to the County, each party shall work together to make alternative arrangements for the temporary care, custody and control of animals coming into the possession of County personnel and City personnel at each party's separate cost and expense until such time as the City determines, after consultation with County Animal Control personnel, that the Shelter is no longer at full capacity and that it is able to accept additional animals. If there is an emergency or criminal case (i.e., hoarding, cruelty, etc.) needing immediate relief, the County shall contact the City, as soon as possible, so appropriate housing or disposition arrangements may be made. County's obligation to pay the City as provided for in this Service Agreement shall continue even if the City is unable to accept additional animals from County personnel during such periods of full capacity, if any. If the Shelter is unable to accept additional animals for a cumulative total of 30 days during any fiscal year, notwithstanding any other provision herein, the County may elect to terminate this Agreement and the County shall only be liable for the per diem rates applicable for animals housed at the shelter as of the day of termination and for a negotiated period thereafter, if any.

5. Term.

The initial term of this Agreement shall be for five (5) years renewable for an additional five (5) year term upon written agreement of the parties.

6. Termination.

The County or the City may terminate this Agreement by action of either Council with a one (1) year notice to the non-terminating party. In the event the funds appropriated by County Council available in any fiscal period are insufficient, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any

kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

7. Breach.

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

8. Waiver

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall constitute waiver of subsequent breach.

9. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Superintendent of Animal Services
127 Humane Lane
Columbia, SC 29209

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
Post Office Box 192
Columbia, SC 29202

10. Entire Agreement

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. To the extent that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

11. Agreement Interpretation

Ambiguities in the terms of this Agreement, if any, shall not be construed against the City. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

12. Severability

If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

13. Captions and Headings

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

COUNTY OF RICHLAND

BY: _____

Leonardo Brown, MBA, CPM

ITS: County Administrator

Richland County Attorney's Office

Tiol Gonzalez

Approved As To LEGAL Form Only

No Opinion Rendered As to Content

Richland County Council Request for Action

Subject:

Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Project Osmium; and other matters related thereto

Notes:

First Reading: March 21, 2023

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY OWNED BY
RICHLAND COUNTY AND LOCATED IN THE NORTHPOINT INDUSTRIAL
PARK TO PROJECT OSMIUM; AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the County owns certain real property located in the Northpoint Industrial Park consisting of approximately 3.14 acres and being a portion of TMS No. R14900-01-02, as shown on the attached Exhibit A;

WHEREAS, as an incentive for the location of warehouse facility in the County by a company known to the County as Project Osmium (“Company”), the County desires to sell the Property to the Company; and

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”), to set forth the terms and conditions of the sale of the Property by the County to the Company.

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

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

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development to negotiate (including establishing the purchase price for the Property), execute and deliver the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair, the County Administrator or the Director of Economic Development to constitute conclusive evidence of the final approval thereof.

Section 3. Further Acts. County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, 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, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the sale of the Property are expressly ratified and confirmed.

Section 4. 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 5. 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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: March 21, 2023
Second Reading: April 4, 2023
Public Hearing:
Third Reading:

SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT ARMITAGE; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, a company currently identified as Project Armitage, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$6,390,000 in taxable real and personal property and the creation of approximately 80 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: April 4, 2023

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Richland County Council Request for Action

Subject:

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

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT ARMITAGE TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the 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, a company currently identified as Project Armitage (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 4, 2023
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT ARMITAGE

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Armitage	
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> Phase Exemption Period 	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	1.1
<ul style="list-style-type: none"> Contract Minimum Investment Requirement 	\$6,390,000	1.1
<ul style="list-style-type: none"> Contract Minimum Jobs Requirement 	80 full-time jobs	1.1
<ul style="list-style-type: none"> Investment Period 	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, 2028. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.	1.1 and 3.1
<ul style="list-style-type: none"> Assessment Ratio 	6%	4.1
<ul style="list-style-type: none"> Millage Rate 	.5805	4.1
<ul style="list-style-type: none"> Fixed or Five-Year Adjustable Millage 	Fixed	4.1
<ul style="list-style-type: none"> Claw Back Information 	Act Minimum Investment Requirement	1.1
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1
Infrastructure Credit		
<ul style="list-style-type: none"> Brief Description 	The Infrastructure Credits shall equal 50% of the FILOT Payments due for the first 30 payments hereunder, which are anticipated to be the payments for property tax years 2024 through 2053	5.1, Exhibit D
<ul style="list-style-type: none"> Credit Term 	The first 30 payments hereunder, anticipated to be years 2024 through 2053	
<ul style="list-style-type: none"> Claw Back Information 	100% - Overall Achievement Percentage	6.1, Exhibit E
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and [PROJECT ARMITAGE] (“*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 establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 new, full-time jobs;

(d) By an ordinance enacted on [DATE], 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 locate 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, 2023.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$6,390,000.

“**Contract Minimum Jobs Requirement**” means not less than 80 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, 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, 2057, the Final Termination Date is expected to be January 15, 2059, 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, 2028.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park Agreement, dated as of April 15, 2003 between the County and Fairfield County, South Carolina, as may be amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means [PROJECT ARMITAGE] 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" by adopting an Inducement Resolution, as defined in the Act on April 4, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. 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, 2024, 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 and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by

- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject

to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm

to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Haynswordh Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied

confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT ARMITAGE]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [PROJECT ARMITAGE] (“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

50% of the first 30 FILOT Payments hereunder (anticipated to the FILOT Payments for property tax years 2024 through 2053)

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

The Repayment Amount shall be determined as of the end of the Investment Period. Further, any Infrastructure Credits applicable after the expiration of the Investment Period shall be reduced by the Claw Back Percentage, provided that in any year after the expiration of the Investment Period, either the Company or the County may request a redetermination of the Claw Back Percentage based on the investment and jobs achieved and maintained as of the last day of the prior fiscal year of the Company.

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$12,978,000 had been invested at the Project and 64 new, full-time jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 64 / 80 = 80%

Investment Achievement Percentage = \$5,112,000/\$6,390,000 = 80%

Overall Achievement Percentage = (80% + 80%)/2 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$500,000 x 20% = \$100,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Board of Zoning Appeals - 4

Notes:

March 21, 2023 – The Rules and Appointments Committee recommended re-advertising for the vacancies.

Richland County Council Request for Action

Subject:

Township Auditorium - 1

Notes:

March 21, 2023 – The Rules and Appointments Committee recommended re-appointing Mr. Carlos Gibbons, Jr.

Richland County Council Request for Action

Subject:

Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember should make an effort to attend those interviews.

Notes:

Richland County Council Request for Action

Subject:

Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process. Appointments are done based on skills and knowledge.

Notes:

March 21, 2023 – The Rules and Appointments Committee forward this item to Council without a recommendation.

Richland County Council Request for Action

Subject:

Grant Funding Amount for FY24 Budget

Notes:

March 21, 2023 – The Community Impact Grants Committee recommended Council set aside one mill in FY24 for community impact grants.

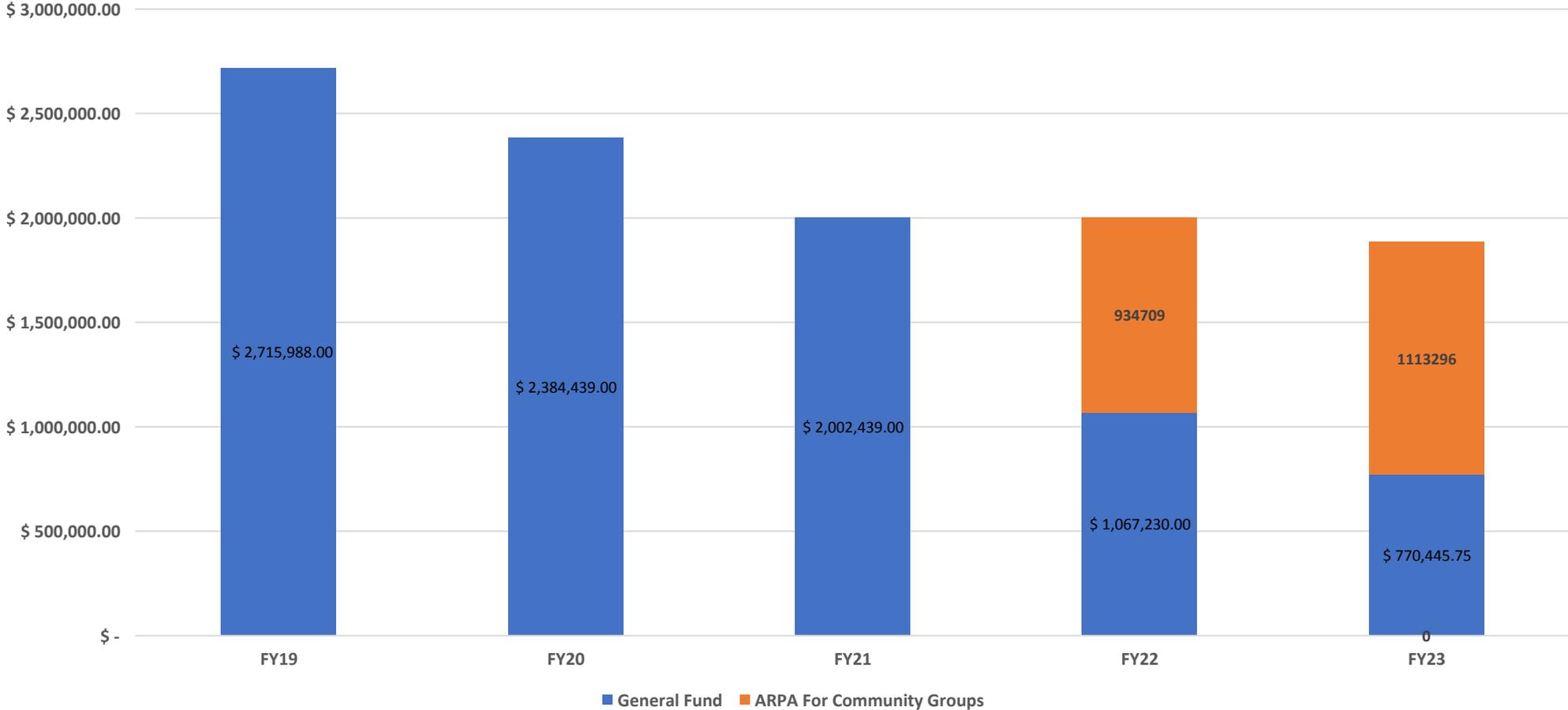
FUNDING SUMMARY FOR COMMUNITY PARTNERS

Lori Thomas, Assistant County Administrator



HISTORICAL FUNDING SUMMARY

Historical Community Funding Budget by Source



HISTORICAL FUNDING SUMMARY

Community Partner Funding By Source	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Lump Sum	\$ 2,350,988	\$ 2,192,439	\$ 1,802,439	\$ 867,230	\$ 311,000
ARPA				\$ 934,709	\$ 1,113,296
Grant Funds*	\$ 365,000	\$ 192,000	\$ 200,000	\$ 200,000	\$ 459,446

*Indicates competitive funding



HISTORICAL FUNDING SUMMARY

AS A COMPARISON OF OPERATING EXPENDITURES

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024*
Total General Fund Operating Budget	\$ 176,106,114	\$ 183,268,354	\$ 186,701,066	\$ 190,950,420	\$ 197,375,934	\$ 205,494,898
Total Community Partner Funding	\$ 2,715,988	\$ 2,384,439	\$ 2,002,439	\$ 2,001,939	\$ 1,883,742	\$ 1,883,742
Community Partner Funds as % of General Fund Operating Expenditures	1.54%	1.30%	1.07%	1.05%	0.95%	0.92%

* FY 2024 is based on Strategic Planning Forum Projections



HISTORICAL FUNDING SUMMARY

AS MILLAGE VALUE OF OPERATING MILLAGES

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024*
Total Community Partner Funding	\$ 2,715,988	\$ 2,384,439	\$ 2,002,439	\$ 2,001,939	\$ 1,883,742	\$ 1,883,742
Millage Value	\$ 1,565,000	\$ 1,660,000	\$ 1,695,000	\$ 1,725,000	\$ 1,780,000	\$ 1,830,000
Historical Millage Funding (Mills)	1.7	1.4	1.2	1.2	1.1	1.0
Percentage of General Fund Millage (59.9 Mills)	2.9%	2.4%	2.0%	1.9%	1.8%	1.7%



FUNDING OPPORTUNITIES

Funding Value Considerations

- Specific millage value
- Percentage of prior general operating expenditures



Questions?



Richland County Council Request for Action

Subject:

Mitigation Bank Credit - D.R. Horton - Westport Phase 2 Development

Notes:

March 28, 2023 – The Transportation Ad Hoc Committee recommended Council approve the request to purchase mitigation credits as follows:

1. D.R. Horton, Inc. in York County, SC for Westport Phase 2 Development for 1.61 wetland credits at a rate of \$20,000 per credit.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	March 7, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 9, 2023
Finance Review	Stacey Hamm via email	Date:	March 8, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Mitigation Bank Credit D.R. Horton, Inc - Westport Phase 2 Development		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the request to purchase mitigation credits as listed below:

1. D.R. Horton, Inc in York County, SC for Westport Phase 2 Development for 1.61 wetland credits at a rate of \$20,000 per credit.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$37,523.73 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$40,786.67 of which \$37,523.73 will be returned to the Penny Program, and \$3,262.94 will go to the Mill Creek Mitigation Bank owners/investors. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	248.155	100.00	451.845
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended and more projects are added. Based on these estimates, the request for 1.61 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 1.61 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	249.765	100.00	450.235
Stream	30,000.000	26,600.00	3,400.00	0.00

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$37,523.73 to \$14,339.73 for a difference of \$23,184.00 to the Transportation Program.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – The MCMB began with realistic and achievable goals, a shared vision and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
2. Invest in Economic Development – The MCMB helps to create high paying jobs through planned growth and strategic development projects by providing mitigation where needed to offset environmental impacts to water resources and restore, preserve and enhance our natural resources.
3. Commit to Fiscal Responsibility – The MCMB has been aligned with budget priorities by providing mitigation opportunities at a reduced cost to Richland County, bringing in funds from other sources, and promoting sustainable economic development in Richland County.
4. Plan for Growth through Inclusive and Equitable Infrastructure – The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.
5. Achieve Positive Public Engagement – The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sales Checklist DR Horton Westport Phase 2

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Westport Phase 2 Development
<u>Location:</u>	York County, SC
<u>8-Digit HUC Watershed Code</u>	03050101 (Upper Catawba)
<u>Buyer:</u>	D.R. Horton, Inc.
<u>Permittee:</u>	D.R. Horton, Inc.
<u>Permittee's USACE 404 Permit #:</u>	SAC-2022-00856
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	1.61 credits (0.805 restoration/enhancement & 0.805 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$32,200.00
<u>Richland County Credit Share:</u>	\$29,624.00 (92% of \$32,200.00)
<u>MCMH Credit Share:</u>	\$2,576.00 (8% of \$32,200.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$8,586.67
<u>Richland County Fee Share:</u>	\$7,899.73 (92% of \$8,568.67)
<u>MCMH Fee Share:</u>	\$686.94 (8% of \$8,568.67)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$40,786.67
<u>Richland County Proceeds Share:</u>	\$37,523.73
<u>MCMH Proceeds Share:</u>	\$3,262.94

Richland County Council Request for Action

Subject:

Mitigation Bank Credit – Fire Tower Road

Notes:

March 28, 2023 – The Transportation Ad Hoc Committee recommended Council approve the request to purchase mitigation credits as follows:

1. Fire Tower Road Site for Firetower Logistics, LLC in York County, SC for road construction for 17.47 wetland credits at a rate of \$20,000 per credit.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	February 15, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	February 22, 2023
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2023
Finance Review	Stacey Hamm via email	Date:	February 17, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Mitigation Bank Credit – Fire Tower Road		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval of a request to purchase mitigation credits as listed below:

1. Fire Tower Road Site for Firetower Logistics, LLC in York County, SC for road construction for 17.47 wetland credits at a rate of \$20,000 per credit.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$334,358.38 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes: 1233100000.461000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$413,951.91 of which \$334,358.38 will be returned to the Penny Program, and \$79,593.53 will go to the Mill Creek Mitigation Bank owners/investors. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	230.685	100.00	469.315
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended, and more projects are added. Based on these estimates, the request for 17.47 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 17.47 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	248.155	100.00	451.845
Stream	30,000.000	26,600.00	3,400.00	0.00

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$334,358.38 to \$82,790.38 for a difference of \$251,568.00 to the Transportation Program.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – The MCMB began with realistic and achievable goals, a shared vision and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
2. Invest in Economic Development – The MCMB helps to create high paying jobs through planned growth and strategic development projects by providing mitigation where needed to offset environmental impacts to water resources and restore, preserve and enhance our natural resources.
3. Commit to Fiscal Responsibility – The MCMB has been aligned with budget priorities by providing mitigation opportunities at a reduced cost to Richland County, bringing in funds from other sources, and promoting sustainable economic development in Richland County.
4. Plan for Growth through Inclusive and Equitable Infrastructure – The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.
5. Achieve Positive Public Engagement – The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sales Checklist - Firetower Logistics

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Fire Tower Road Site
<u>Location:</u>	York County, SC
<u>8-Digit HUC Watershed Code</u>	03050103 (Lower Catawba)
<u>Buyer:</u>	Firetower Logistics @ 77, LLC
<u>Permittee:</u>	Firetower Logistics @ 77, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2018-00548
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	17.47 credits (8.735 restoration/enhancement & 8.735 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$349,400.00
<u>Richland County Credit Share:</u>	\$321,448.00 (92% of \$349,400.00)
<u>MCMH Credit Share:</u>	\$27,952.00 (8% of \$349,400.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$64,551.91
<u>Richland County Fee Share:</u>	\$12,910.38 (20% of \$64,551.91)
<u>MCMH Fee Share:</u>	\$51,641.53 (80% of \$64,551.91)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$413,951.91
<u>Richland County Proceeds Share:</u>	\$334,358.38
<u>MCMH Proceeds Share:</u>	\$79,593.53

Richland County Council Request for Action

Subject:

Mitigation Bank Credit - River Falls at Tega Cay

Notes:

March 28, 2023 – The Transportation Ad Hoc Committee recommended Council approve a request to purchase mitigation credits as follows:

1. River Falls at Tega Cay in York County, SC for 2.162 wetlands credits at a rate of \$12,500 per credit.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	February 15, 2023	Meeting Date:	March 7, 2023
Legal Review	Patrick Wright via email	Date:	February 22, 2023
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2023
Finance Review	Stacey Hamm via email	Date:	February 17, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Mitigation Bank Credit – Rivers Falls at Tega Cay		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval of a request to purchase mitigation credits as listed below:

1. River Falls at Tega Cay in York County, SC for 2.162 wetlands credits at a rate of \$12,500 per credit.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$26,304.33 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes: 1233100000.461000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$34,231.67 of which \$26,304.33 will be returned to the Penny Program, and \$7,927.34 will go to the Mill Creek Mitigation Bank owners/investors. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	228.523	100.00	471.477
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended, and more projects are added. Based on these estimates, the request for 2.162 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 2.162 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	230.685	100.00	469.315
Stream	30,000.000	26,600.00	3,400.00	0.00

If the County Council does not approve the requested sales of its surplus mitigation credits, the County's portion of the mitigation credit sales will drop from \$26,304.33 to \$6,846.38 for a difference of \$19,458.00 to the Transportation Program.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – The MCMB began with realistic and achievable goals, a shared vision, and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
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4. Plan for Growth through Inclusive and Equitable Infrastructure – The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.
5. Achieve Positive Public Engagement – The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sales Checklist - River Falls at Tega Cay

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	River Falls at Tega Cay
<u>Location:</u>	Tega Cay, York County, SC
<u>8-Digit HUC Watershed Code</u>	03050101 (Upper Catawba)
<u>Buyer:</u>	Taylor Morrison
<u>Permittee:</u>	Taylor Morrison
<u>Permittee's USACE 404 Permit #:</u>	SAC-2013-01315
<u>Price Per Wetland Credit:</u>	\$12,500.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	2.162 credits (1.081 restoration/enhancement & 1.081 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$27,025.00
<u>Richland County Credit Share:</u>	\$24,863.00 (92% of \$27,025.00)
<u>MCMH Credit Share:</u>	\$2,162.00 (8% of \$27,025.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$7,206.67
<u>Richland County Fee Share:</u>	\$1,441.33 (20% of \$7,206.67)
<u>MCMH Fee Share:</u>	\$5,765.34 (80% of \$7,206.67)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$34,231.67
<u>Richland County Proceeds Share:</u>	\$26,304.33
<u>MCMH Proceeds Share:</u>	\$7,927.34

Richland County Council Request for Action

Subject:

Use of Project Reserve for Paved Road Resurfacing in FY23/24

Notes:

March 28, 2023 – The Transportation Ad Hoc Committee recommended Council approve staff's request to transfer \$5M from "Project Reserve" to the "Pavement Resurfacing Program" for use in FY23/24. This will increase the approved amount for this Penny line item to \$45M.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	March 7, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 20, 2023
Finance Review	Stacey Hamm via email	Date:	March 16, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Use of Project Reserve for Paved Road Resurfacing in FY23/24		

RECOMMENDED/REQUESTED ACTION:

Staff requests to transfer \$5 million from “Project Reserve” to the “Pavement Resurfacing Program” for use in FY23/FY24. This will increase the approved amount for this Penny line item to \$45 million.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are adequate funds in balance of the Transportation Sales Tax to supply personnel and construction.

Applicable department/grant key and object codes: 1332990000/532200 JL 13320301

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

“...the committee recommended approval to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and transfer the General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects.”

Council Member	Transportation Ad Hoc Committee Recommendation
Meeting	Special Called
Date	August 30, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The requested funding will allow the Resurfacing Program to continue for another year and will resurface ten to fifteen miles of County roadway. The resurfacing program is needed to maintain the County roads and restore them from poor to good condition.

Staff will continue to identify future roads requiring the restoration based on pavement condition data.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal 4: Plan for growth through inclusive and equitable infrastructure

Objective 4.3: Create excellent facilities

Richland County has invested in knowledge of the existing conditions of its streets. Staff uses this knowledge to recommend roadways in need of re-investment for the quality of life for Richland County residents.

ATTACHMENTS:

1. Letter of Recommendation on Reserve Fund Use
2. Relevant Council Minutes – August 30, 2022



6/20/2022

Dr. John Thompson
Assistant County Administrator
2020 Hampton Street
Columbia, SC 29204

Transportation Penny Reserve Fund Use Plan

Dear Dr. Thompson,

The County Council has approved placing funds into two reserve funds over the past two months.

One reserve fund deprogrammed from the Penny, the I-20/Broad River Road Interchange. This fund is now designated as a Project Reserve of \$52.5 million to be used as approved by County Council.

The second reserve fund deprogrammed from the Penny, the use of undesignated Administration Costs. This fund is now designated as a Program Reserve of \$31.1 million to be used as approved by County Council.

We plan to keep these allocations unused until key projects are bid and under contract. This includes the following projects, the Bull and Elmwood intersection, and widening Blythewood Road and Atlas Road. These projects will help identify if current estimates will cover actual contract prices, or if inflation is outpacing the estimates. If the latter is true, reserves will become very important to funding the currently approved program list and for projecting these results into future project estimates.

With these key indicator projects under contract, we may plan for the reserve fund. We recommend the following uses:

1. Inflation Coverage – We recommend the fund maintain a declining balance for inflation until the last two years of the program.
2. Road Maintenance System – There is inadequate funding for the capital improvement of the existing roads. In the last ten years of the program, available funds should be used to provide the best overall transportation experience in Richland County.

- a. We recommend this not occur at one time, rather in Annual Allocations not to exceed \$5 million per year. This will help create the incremental decline in the project reserve.
3. Project Descopes – A reserve balance may serve some of the later scheduled projects that underwent descopes. This should only be reviewed where a project is either not started, in preliminary design, or the added scope will not setback the project.

That covers our current foresight for the Penny Program in Richland County. We look forward to your support in this outlook to the future and we seek your input on the priorities of the options we offer.

Sincerely,

Richland County Government
Transportation Department

Michael Maloney, PE
Interim Director



Ms. McBride inquired if this project is consistent with the process we have always used.

Mr. Jeff Ruble, Economic Development Director, responded the details are a little different than other projects we have seen where we follow standard guidelines. He noted there is a short due diligence period.

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

Opposed: McBride

Recused: Mackey – Parent company represents the business involved.

Not Present: Newton

The vote was in favor.

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

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

Not Present: Newton

The vote in favor was unanimous.

- c. 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 Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; 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, O. Walker, Mackey and English

Not Present: Newton

The vote in favor was unanimous.

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

- a. Approval of Reserve Fund Use Plan – Ms. Mackey stated the committee recommended approval to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and transfer the General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects.

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

Not Present: Newton

The vote in favor was unanimous.

Ms. Mackey moved to reconsider this item, seconded by Mr. J. Walker.

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

Not Present:

The motion for reconsideration failed.

19. **OTHER ITEMS**

- a. FY23 – District 1 Hospitality Tax Allocation: Harbison Theatre at Midlands Technical College - \$25,000
- b. FY23 – District 4 Hospitality Tax Allocation: Tri-City Visionaries - \$1,000
- c. FY23 – District 4 Hospitality Tax Allocation: The Big Red Barn Retreat - \$7,500
- d. FY23 – District 9 Hospitality Tax Allocation: The Bash – Ridgeville High School - \$5,000
- e. FY23 – District 10 Hospitality Tax Allocation: Tri-City Visionaries - \$5,000

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

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

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

Mr. Livingston moved to reconsider this item, seconded by Ms. Barron.

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

Not Present: Newton

The motion for reconsideration failed.

- f. Adoption of Comprehensive Council Rules – Mr. Malinowski moved to defer this item until the September 13th Council meeting, seconded by Mr. J. Walker.

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

Not Present: Newton

The vote in favor was unanimous.

- g. FY 2022-2023 Five Year Consolidated Plan; FY2022 Annual Action Plan – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker/

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



REQUEST OF ACTION

Subject: FY23 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 4.

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 (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for 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 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 34,400
Lower Richland Sweet Potato Fest	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2023 Balance	\$101,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd 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 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 8.

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 (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for 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 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding				\$ 82,425
FY2022 Remaining				\$ 85,200
	Richland	County	Recreation	\$ 5,000
	Foundation			
Total Allocation				\$ 5,000
Remaining FY2023 Balance				\$140,125

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY23 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$40,000** for District 11.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$171,102
Lower Richland Sweet Potato Fest	\$ 20,000
Historic Columbia- Modejeska Simpkins House	\$ 10,000
Riverbanks Zoo	\$ 10,000
Total Allocation	\$ 40,000
Remaining FY2023 Balance	\$213,527

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd 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.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

A RESOLUTION TO APPOINT AND COMMISSION KIERA WILLIAMS AS CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Kiera Williams is hereby appointed and commissioned Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's public works regulations and refuse control management regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kiera Williams shall not perform any custodial arrests in the exercise of their duties as code enforcement officer. This appointment shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's public works and refuse control management regulations.

ADOPTED THIS 4th DAY OF April, 2023.

Overture Walker - Chair
Richland County Council District 8

ATTEST this 4th day of April, 2023

Anette A. Kirylo
Richland County Clerk to Council