

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY NOVEMBER 7, 2023

6:00 PM

COUNCIL SERVICES

Richland County Council 2023



Derrek Pugh
District 2



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



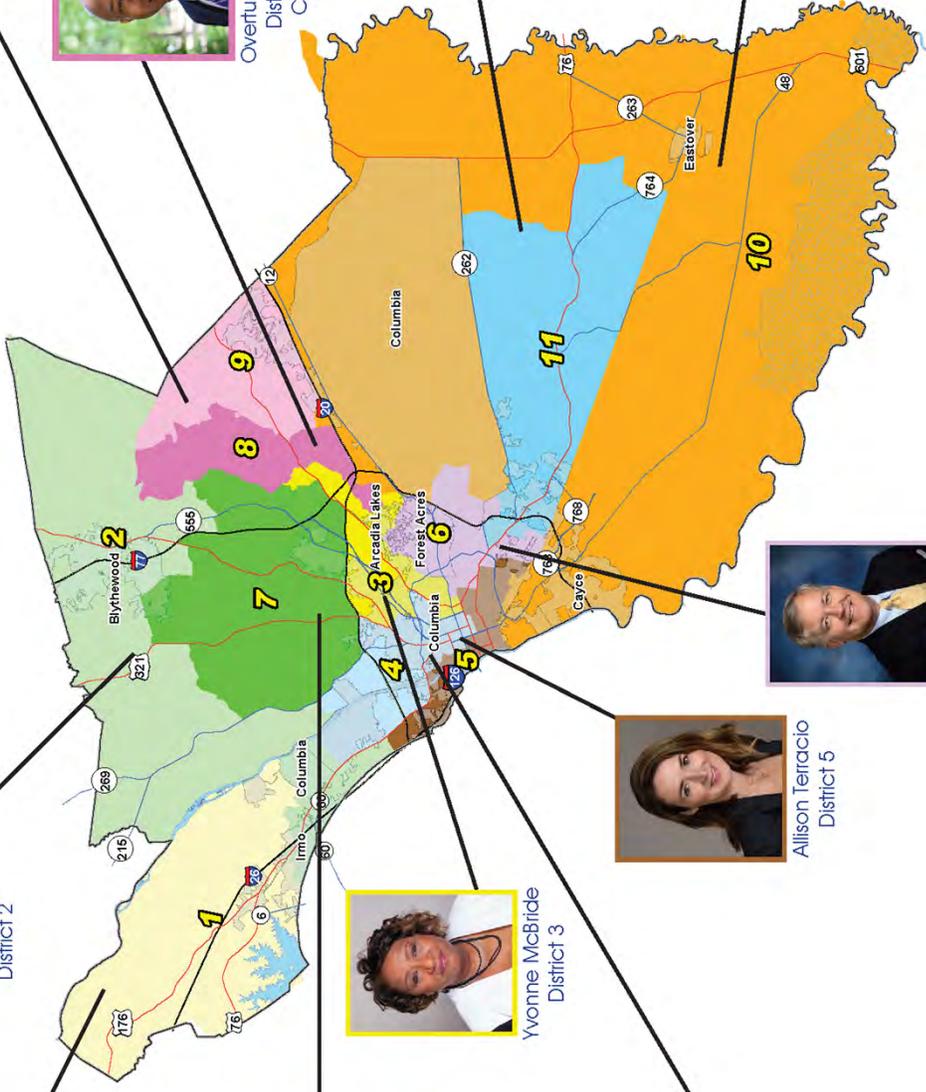
Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8
Chair



Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair



**Richland County
Regular Session**

AGENDA

November 7, 2023 06:00 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 Jason Branham

3. PLEDGE OF ALLEGIANCE

The Honorable Jason Branham

4. PRESENTATION OF RESOLUTIONS

a. A Resolution recognizing the Richland County Public Works Department's Solid Waste & Recycling Division

The Honorable Jessica 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

5. PRESENTATION OF PROCLAMATIONS

a. A Proclamation recognizing Keep the Midlands Beautiful and declaring November 15, 2023, as America Recycles Day in Richland County

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

b. Family Court Awareness Month

The Honorable Jessica Mackey
The Honorable Allison Terracio
The Honorable Don Weaver

The Honorable Gretchen Barron
The Honorable Cheryl English

c. A Proclamation Recognizing Share Operations Care

The Honorable Cheryl English

6. APPROVAL OF MINUTES

The Honorable Overture Walker

- a. Regular Session: October 17, 2023 [PAGES 10-16]
- b. Special Called Meeting: October 24, 2023 [PAGES 17-18]
- c. Zoning Public Hearing: October 24, 2023 [PAGES 19-21]

7. ADOPTION OF AGENDA

The Honorable Overture Walker

8. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Patrick Wright,
County Attorney

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

- a. Blythewood Property Retention Ponds [Pursuant to S.C. Code Sect. 30-4-70 (a)(2) and (5)]
- b. Personnel Matter – Grievance Reviews and Recommendations
- c. Personnel Matter – Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80
- d. Alvin S. Glenn Detention Center
- e. Letter of support for the University of South Carolina purchase of real property from the Development Foundation, Richland County Tax Map Parcel Number R11201-02-10, R11100-01-04, R11100-01-15, and R11100-01-10
- f. Public-Private Partnership

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. Updates for Consideration"
 - 1. Operation Green Light [PAGE 22]

2. Personnel Matters:

a. Grievance Reviews and Recommendations

b. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80

- b.** Administrator’s Nomination: Items in this section require action that may prejudice the County’s interest in a discernable way (i.e., time-sensitive, exigent, or of immediate importance)

1. Human Resources Department - Compensation Study Recommendation Implementation [\[PAGES 23-76\]](#)

2. County Administration - Acceptance of South Carolina Department of Veterans’ Affairs Grant Awards [\[PAGES 77-85\]](#)

12. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

- a. Proposed 2024 Council Meeting Schedule [\[PAGES 86-87\]](#)

13. REPORT OF THE CHAIR

The Honorable Overture Walker

14. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

- a. An Ordinance to adopt the text amendment recommendations of the Richland County Planning Commission to the 2021 Land Development Code, which will regulate development in the unincorporated areas of Richland County
- b. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Ninety-Three Million Dollars (\$93,000,000), to fund the acquisition, construction, equipping, rehabilitation, and improvement of certain capital projects and to refund all or a portion of certain of the County's outstanding General Obligation Bonds; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters
- 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 Annett Holdings, Inc., previously identified as Project Truck, to

provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. Case # 23-030MA
Fan Disharoon
OI to RS-LD (0.37 Acres)
1528 Legrand Road
TMS # R19100-07-01 [SECOND READING]
[\[PAGES 88-89\]](#)

- b. Case # 23-037MA
Ernesto Martinez
GC to RM-MD (0.46 Acres)
226 Jamaica Street
TMS # R19813-03-04 [SECOND READING]
[\[PAGES 90-91\]](#)

- c. Department of Public Works - Engineering Division -
Briarsgate Circle [\[PAGES 92-99\]](#)

16. THIRD READING ITEMS

The Honorable Overture Walker

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Ninety-Three Million Dollars (\$93,000,000), to fund the acquisition, construction, equipping, rehabilitation, and improvement of certain capital projects and to refund all or a portion of certain of the County's outstanding General Obligation Bonds; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters [\[PAGES 100-122\]](#)

- 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 Annett Holdings, Inc., previously identified as Project Truck, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 123-156\]](#)

17. SECOND READING ITEMS

The Honorable Overture Walker

- a. An Ordinance to adopt the text amendment recommendations of the Richland County Planning Commission to the 2021 Land Development Code, which will regulate development in the unincorporated areas of Richland County
[\[PAGES 157-228\]](#)

- 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 identified for the time being as Project Ore; and other related matters
[\[PAGES 229-253\]](#)
- c. Case # 23-039MA
Alonza Haynes, Jr.
RU to OI (2.69 Acres)
1849 Willowby Street
TMS # R19707-01-06 [\[PAGES 254-255\]](#)

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. A Resolution requiring certain accountability practices concerning Economic Development Projects in Richland County [\[PAGES 256-259\]](#)

19. REPORT OF DETENTION CENTER AD HOC COMMITTEE

The Honorable Derrek Pugh

- a. Detainee Food Service Provider [\[PAGES 260-262\]](#)
- b. Alvin S. Glenn Visitation Center Conversion Project Contract Award [\[PAGES 263-268\]](#)

20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Award of Construction - Dirt Road Package O [\[PAGES 269-274\]](#)

21. OTHER ITEMS

The Honorable Overture Walker

- a. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 275-276\]](#)
 - 1. Greater Rosewood Merchants Association - \$12,000
- b. FY24 - District 7 Hospitality Tax Allocations [\[PAGES 277-278\]](#)
 - 1. The Big Red Barn Retreat - \$10,000
 - 2. Junior League of Columbia - \$20,000
- c. A Resolution to appoint and commission John Ladavid Charity, III as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [\[PAGE 279\]](#)

- d. A Resolution to appoint and commission Epihany Nefertarie Henley as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [\[PAGE 280\]](#)
- e. A Resolution to appoint and commission Jacqueline Sakil as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [\[PAGE 281\]](#)

22. 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.

23. MOTION PERIOD

- a. I move to rename the Hopkins Magistrates office located at 5425 Lower Richland Boulevard after the late Judge Clemon L. Stocker.
- b. I move that Council establishes written guidelines regarding the number of proclamations and acknowledgment resolutions that can be presented at County Council meetings.

The Honorable Cheryl English

The Honorable Don Weaver

24. 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
October 17, 2023 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Paul Livingston

OTHERS PRESENT: Michelle Onley, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Chelsea Bennett, Lori Thomas, Stacey Hamm, Thomas Gilbert, Susan O’Cain, Judy Carter, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Wayne Thornley, Andrew Haworth, Quinton Epps, Michael Maloney, John Thompson, Jeff Ruble, and Venyke Harley

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
Mr. Walker indicated Mr. Livingston would not be attending tonight’s meeting, and Ms. Newton will be participating virtually.
POINT OF PERSONAL PRIVILEGE – Mr. Walker acknowledged that Sheriff Leon Lott was in the audience.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **PRESENTATION OF RESOLUTIONS**
 - a. **Honoring the Life of Richland County Deputy Jacob “Jake” Salrin** – Ms. Barron moved to adopt the resolution honoring the life of Richland County Deputy Jacob “Jake” Salrin, seconded by Ms. McBride.
In Favor: Branham, Pugh, McBride, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: Livingston
The vote in favor was unanimous.
Mr. Walker presented a resolution on behalf of Council to Deputy Jacob “Jake” Salrin’s family.
5. **PRESENTATION OF PROCLAMATIONS**
 - a. **Recognizing the Junior League of Columbia on their Centennial Anniversary** – Ms. Barron presented a proclamation to the Junior League of Columbia recognizing their Centennial Anniversary.
6. **APPROVAL OF MINUTES**
 - a. **Regular Session: October 3, 2023** – Ms. McBride moved to approve the minutes as distributed, seconded by Mr. Pugh.
In Favor: Branham, Pugh, McBride, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: Livingston
The vote in favor was unanimous.
7. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Ms. English.
In Favor: Branham, Pugh, McBride, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: Livingston

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70) –**

POINT OF PERSONAL PRIVILEGE –County Attorney Patrick Wright recognized the life of Stanley Myers. Mr. Myers was a prominent attorney in the Midlands who sadly passed away.

Mr. Wright indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70:

- a. Letter of support for the University of South Carolina purchase of real property from the Development Foundation, Richland County Tax Map Parcel Number R11201-02-10, R11100-01-04, R11100-01-15, and R11100-01-10
- b. County Attorney’s Contract
- c. Potential Acquisition of a workforce training facility [Pursuant to S. C. Code Sect. 30-4-70(a)(2) and (5)]

9. **CITIZENS’ INPUT**

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

10. **CITIZENS’ INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.) – No one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

1. *Grievance Process* – The County Administrator, Leonardo Brown, noted in the agenda packet there is some information related to the grievance process. It has been a while since Council has had to review grievances because the committee did not have the proper number of members to hold the hearings. He indicated Council recently appointed members so we can begin having grievance hearings again. Following a hearing, the Grievance Committee provides its findings and recommendations via a written report to the County Administrator. As a part of the process, the County Administrator provides an evaluation to Council for their review. Council then can either support the Grievance Committee’s recommendation or not.

Ms. Terracio inquired if things are sometimes resolved during the grievance process without them coming to Council.

Mr. Brown replied that anything resolved would not need to come to Council. The fact that it comes to Council means the grievance process ran its course, there was a finding, and, ultimately, Council has to weigh in utilizing the information provided in the findings and the recommendation of the County Administrator. He noted the Administrator can submit something to Council without a recommendation if they cannot make an objective recommendation. As these are personnel matters, he does not see where that would happen as that is fundamentally his job.

Ms. Barron reminded Council that a couple of months ago, the Rules and Appointments Committee came before Council with a special allotment of applicants because we were having difficulty seating this committee. The Rules and Appointments Committee is glad staff can move forward with hearing these grievances.

Mr. Walker inquired why there was a challenge with obtaining a quorum for this committee.

Mr. Brown responded the members of this committee are County employees. Sometimes, you have individuals who do not want to participate. Another part is employees in the same department as the grievant have to recuse themselves, preventing the committee from having a quorum.

Ms. Barron noted one of the things the Rules and Appointments Committee did was appoint different layers of departments to help alleviate this problem.

- b. Administrator’s Nomination: Items in this section require action that may prejudice the County’s interest in a discernable way (i.e., time-sensitive, exigent, or of immediate importance)

1. *Community Planning & Development – Conservation Division – Mitigation Bank Credit Sales – Chester Village* – Mr. Brown stated staff recommends approval of the D. R. Horton, Inc. request to purchase 4.4 wetland credits for the construction of the Chester Village development in Chester County at a rate of \$20,000 per credit.

Ms. Barron moved to approve this item, seconded by Ms. Terracio.

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

Not Present: Livingston

The vote in favor was unanimous.

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

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

Not Present: Livingston

The motion for reconsideration failed.

12. **REPORT OF THE CLERK OF COUNCIL** – Ms. Anette Kirylo, Clerk to Council, reminded Council members regarding the 2023 SCAC Institute of Government and Fall Advocacy Meeting, October 18-19, 2023, Embassy Suites, 200 Stoneridge Drive.

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

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #23-023MA, Kevin Steelman, M-1 to RS-LD (21.98 Acres), 111 Pine Wedge Drive, TMS # R17700-01-94 & R17700-0114 [THIRD READING]

Ms. Newton moved to approve Items 14(a), seconded by Mr. Pugh.

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

Not Present: Livingston

The vote in favor was unanimous.

15. **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 Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits, and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. English.

Ms. Mackey requested a brief overview of this item and if there were any changes since the Second Reading.

Mr. Jeff Ruble, Economic Development Director, stated the County approved the First Reading and Second Reading and held the public hearing. At that point, the City of Columbia requested us to consider making some changes. We went through the process, but ultimately, the City backed away and indicated they were not interested in any changes. Therefore, the terms of the incentive remain the same as those on the First and Second Readings.

Ms. Terracio inquired if the 4-star and 3-star hotels meet the goal of full-service hotels.

Mr. Ruble stated the hotels are meeting the goal of full-service hotels in the area. In addition to the hotels, an apartment complex will be on the backside.

Ms. Terracio requested Mr. Ruble provide what the public infrastructure investment will entail.

Mr. Ruble responded the public infrastructure investments will include street improvements, a parking garage, landscaping, and pedestrian improvements.

Mr. Walker stated that he understands the public infrastructure investment is \$25M.

Ms. McBride inquired if the 4-star hotel itself claimed to be a 4-star or if there is a union that certifies 4-star hotels.

Mr. Ruble replied it is defined in the agreement. There is a certification that documents this is a 4-star hotel.

Ms. Barron indicated she would like to have details about the public infrastructure.

Mr. Ruble acknowledged that he would follow up with those details.

Ms. McBride inquired if the apartments would be connected to the 3-star hotel.

Mr. Ruble responded that he does not believe they will be physically connected to the hotel but will be adjacent to it. He indicated he had not seen the layout.

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

Not Present: Livingston

The vote in favor was unanimous.

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

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

Not Present: Livingston

16. **SECOND READING ITEMS**

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Ninety-Three Million Dollars (\$93,000,000), to fund the acquisition, construction, equipping, rehabilitation, and improvement of certain capital projects and to refund all or a portion of certain of the County's outstanding General Obligation Bonds; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters – Ms. Barron moved to approve this item, seconded by Ms. McBride.

Mr. Weaver stated that he understands this will bring our bond available down to approximately \$10M.

Mr. Brown responded the bonding capacity would be roughly \$12M.

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

Not Present: Livingston

The vote in favor was unanimous.

- 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 Truck to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. Mackey moved to approve this item, seconded by Mr. Pugh.

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

Not Present: Livingston

The vote in favor was unanimous.

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

- a. Requiring certain accountability practices concerning Economic Development projects in Richland County – Ms. McBride recommended this item be deferred until the next Council meeting. Changes made at the committee meeting are not reflected in the document.
- 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 identified for the time being as Project Orei; and other related matters [FIRST READING] – Ms. McBride stated the committee recommended approval of this item.

Ms. Terracio requested that we obtain more details about the infrastructure before we move forward with the Second Reading on this item.

Ms. McBride stated this is the First Reading for a potential commercial development project named Project Orei. The developer proposes to construct a 360-unit multi-family project on a 22.3-acre site adjacent to I-20 in Northeast Richland County. The developer anticipates investing \$47.1M and creating approximately \$7.4M in public infrastructure or workforce housing.

Mr. Walker indicated his notes say the investment is \$65M and the public infrastructure investment is \$12.5M.

Mr. Ruble stated there is a taxable investment and a total investment. There is also public infrastructure and workforce housing, which is capped at \$12M. In response to Ms. Terracio's earlier question, we typically count physical infrastructure (i.e., parking garage and pedestrian improvements). In this case, it is outside Columbia, and they did not need to build a parking garage. What we did differently with this project was to count obtainable workforce housing.

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

Recuse: Mackey (due to her parent company representing the applicant.)

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

- I. Central Midlands Council of Governments – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Kimberley Brown.
- II. Transportation Penny Advisory Committee – Four (4) Vacancies – Ms. Barron stated the committee recommended appointing Mr. Ashton Williams.

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

Not Present: Livingston
The vote in favor was unanimous.

19. **OTHER ITEMS**

- a. A Resolution to appoint and commission Kimberly A. Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- b. A Resolution to appoint and commission Daniel F. Leyden as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- c. A Resolution to appoint and commission Donche Richardson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County

Ms. Newton moved to approve Items 19(a)-19(c), seconded by Ms. Terracio.

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

Not Present: Livingston

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 19(a)-19(c), seconded by Ms. Barron.

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

Not Present: Livingston

The motion for reconsideration failed.

20. **EXECUTIVE SESSION**

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

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

Not Present: Livingston

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:57 PM
and came out at approximately 7:53 PM***

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

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

Not Present: Livingston and Newton

The vote in favor was unanimous.

Mr. Walker indicated no action was taken in Executive Session.

- a. Letter of support for the University of South Carolina purchase of real property from the Development Foundation, Richland County Tax Map Parcel Number R11201-02-10, R11100-01-04, R11100-01-15, and R11100-01-10 – Ms. Mackey moved to authorize the County Administrator to move forward with gathering information for a letter of support for the University of South Carolina, seconded by Ms. Terracio.

In Favor: Branham, Pugh, McBride, Terracio, Weaver, Barron, Walker, Mackey, and English
Not Present: Livingston and Newton
The vote in favor was unanimous.
- b. County Attorney Contract – No action was taken.
- c. Potential Acquisition of a workforce training facility – Ms. McBride moved to authorize the County Administrator and the Economic Development Director to proceed with negotiations to participate in the purchase of a pre-employment training center at 101 Research Court, seconded by Ms. Barron.

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

Not Present: Livingston and Newton

The vote in favor was unanimous.

21. **MOTION PERIOD** – No motions were submitted.

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

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

Not Present: Livingston and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:55 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

17b. Project Orei (First Reading)
Authorizing the expansion of boundaries
execution and delivery of public infrastructure
credits

REASONS FOR DISQUALIFICATION:

My parent company represents the applicant.

Jessica Mackey Jessica Mackey
Print and sign your name

10-17-2023
Date

Print and sign your name

Date received by Clerk Dept.



Richland County Council
Special Called Meeting
MINUTES
October 24, 2023 – 5:30 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Lori Thomas, Leonardo Brown, Patrick Wright, Anette Kirylo, Aric Jensen, Angela Weathersby, Chelsea Bennett, Michael Maloney, Shirani Fuller, Tamar Black, and Venyke Harley

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 5:30 PM.

Mr. Walker noted that Ms. McBride was not in attendance due to a personal emergency.

2. **ADOPTION OF AGENDA** – Mr. Walker moved to amend the agenda to include the following language be added to the agenda: “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,” seconded by Ms. Newton.

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

The vote in favor was unanimous.

3. **EXECUTIVE SESSION**

- a. **County Attorney’s Contract** – Ms. English moved to go into Executive Session, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

*Council went into Executive Session at approximately 5:33 PM
and came out at approximately 6:05 PM*

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

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

Not Present: McBride

Mr. Walker indicated no action was taken in Executive Session.

**Special Called Meeting
October 24, 2023**

Ms. Mackey moved to approve the County Attorney's contract, as discussed in Executive Session, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

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

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 6:07 PM.



Richland County Council
Zoning Public Hearing
MINUTES
October 24, 2023 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Yvonne McBride

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Patrick Wright, Chelsea Bennett, Leonardo Brown, Aric Jensen, Tommy DeLage, Ashley Fullerton, Thomas Gilbert, and Dale Welch

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Branham requested to defer Items 5(a)(1): “Case #23-022MA” to the December Zoning Public Hearing and 5(a)(2): “Case #23-026MA” to the November Zoning Public Hearing.
3. **ADOPTION OF AGENDA** – Ms. Newton moved to adopt the agenda as amended, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

- a. **MAP AMENDMENTS [ACTION]**

1. **Case # 23-022MA**

Jesse Carter
M-1 to PDD (29.96. Acres)
E/S Broad River Road
TMS # R02500-05-10 [FIRST READING]

This item was deferred during the adoption of the agenda to the November Zoning Public Hearing.

2. **Case # 23-026MA**

Tony Lawton
RU to GC (1.14 Acres)
113 Sease Road
TMS # R04003-02-17 [FIRST READING]

This item was deferred during the adoption of the agenda to the November Zoning Public Hearing.

3. **Case # 23-030MA**

Fan Disharoon
OI to RS-LD (.37 Acres)
1528 Legrand Road
TMS # R17113-08-04 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.
The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

4. **Case # 23-031MA**
Mohammad Baddourah
RU to GC (16.2 Acres)
825 Hallbrook Drive
TMS # R19100-07-01 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

1. Mohammad Baddourah, 7122 Thorncliffe Boulevard, Parma, OH 44134 – spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote was in favor.

5. **Case #23-037MA**
Ernesto Martinez
GC to RM-MD (0.46 Acres)
226 Jamaica Street
TMS # R19813-03-04 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

The citizens chose not to speak.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

6. **Case #23-038MA**
Richard Romero
RS-MD to NC (0.58 Acres)
2900 Aintree Drive
TMS # R19804-03-15 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

1. Robert O'Brien, 9604 Highgate Road, Columbia, SC 29223 – spoke in opposition to the re-zoning request.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

7. **Case #23-039MA**
Alonza Haynes, Jr.
RU to OI (2.69 Acres)
1849 Willowby Street
TMS # R19707-01-06 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

Mr. Geo Price, Zoning Administrator, stated Ms. English will be voting in opposition to her motion to keep the item off the Consent Agenda for the November 7th Council meeting.

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

Opposed: English

Not Present: McBride

The vote was in favor.

6. **ADJOURNMENT** – Ms. Mackey moved to adjourn the meeting, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:14 PM.



Report of the County Administrator

Regular Session - November 07, 2023

UPDATES FOR CONSIDERATION:

Operation Green Light

America's counties have a long and proud history of serving our nation's veterans; it is an enduring legacy that continues to this day as we work with our federal, state, and local partners to ensure the former service members in our communities have access to the resources they need to thrive.

This Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes, and boroughs to join Operation Green Light and show support for veterans by lighting our buildings green from November 6 to November 12. By shining a green light, county governments and our residents will let veterans know they are seen, appreciated, and supported.

Personnel Matters

1. Grievance Reviews and Recommendations
2. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79. and Sec. 2-80

ADMINISTRATOR'S NOMINATION:

Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)

Human Resources Department - Compensation Study Recommendation Implementation: Staff recommends the implementation of the Compensation Study recommendations completed by Evergreen Solutions, LLC for regular full-time County employees. Pay changes will be implemented on December 21, 2023.

County Administration - Acceptance of South Carolina Department of Veterans' Affairs Grant Awards: Staff recommends approval of acceptance of grant awards for the following:

1. McEntire Air Force Base-Firefighter Temp Housing - \$432,139.00
2. Fort Jackson-Centennial Park - \$1,145,466,53.00

ATTACHMENTS:

1. Agenda Briefing: Human Resources Department - Compensation Study Recommendation Implementation
2. Agenda Briefing: County Administration - Acceptance of South Carolina Department of Veterans' Affairs Grant Awards



Agenda Briefing

Prepared by:	Venyke Harley	Title:	Director
Department:	Human Resources	Division:	
Date Prepared:	October 23, 2023	Meeting Date:	November 7, 2023
Legal Review	Patrick Wright via email	Date:	October 25, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 24, 2023
Finance Review	Stacey Hamm via email	Date:	October 24, 2023
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
Meeting/Committee	Regular Session		
Subject	Compensation Study Recommendation Implementation		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the implementation of the Compensation Study recommendations completed by Evergreen Solutions, LLC for regular full-time County employees. Pay changes will be implemented on December 21, 2023.

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 County entered into an agreement with Evergreen Solutions, LLC (Evergreen) in 2022 to conduct a compensation study and analysis. As a result of the findings, Evergreen has recommended the County adjust county employee salaries to better reflect the market. The County should anticipate a direct cost of the implementation of the study of approximately \$ 11,200,000 annually with the average employee increase being \$4,777.00.

A total of \$5,594,192 has already been appropriated for this initiative in the FY 2024 budget for a mid-year implementation with no additional expenditure incurred to the County’s FY 2024 budget.

Applicable department/grant key and object codes: 1100189000.511100

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:

“...to authorize staff to proceed with discussions with the elected officials and department heads regarding the class and compensation study findings and report back to Council after discussions have been completed.”

Council Member	The Honorable Paul Livingston, District 4
Meeting	Regular Session
Date	July 18, 2023

STRATEGIC & GENERATIVE DISCUSSION:

During the summer of 2023, Richland County Council approved a motion allowing staff to evaluate the salary recommendations proposed by Evergreen Solutions, LLC (Evergreen) to develop a new compensation structure and classification system for the County. Evergreen is a national, multidisciplinary, public-sector management consulting firm, which specializes in working with public sector organizations. Prior to 2022, Richland County staff had not received a Cost of Living Adjustment since 2019. As a result, the County's salaries have lagged behind neighboring governmental entities and private employers resulting in a 24% turnover rate and high staff vacancy rate.

The recommendations from Evergreen have been carefully developed to address the pressing needs of the County's workforce, ensure competitive compensation, and yield numerous benefits for the county as a whole. The implementation of the salary increases aligns with the County's strategic plan to "establish competitive salaries." County employees play a pivotal role in maintaining the essential services and programs that benefit the community. However, employees have faced the challenges of rising living costs and increased workloads. In light of these concerns, the formulated compensation plan aims to:

Determine and place all employees into a grade classification and step to compensate for the skills used to perform their job and for the years of service in that position with the County. Employees are then able to work with their supervisors to determine what is required to move to the next appropriate step annually and/or what is necessary to be eligible for promotion if a position becomes available.

Attract and Retain Top Talent: An increase in pay will make County job offers more competitive and improve employee retention. It will encourage skilled and dedicated professionals to continue their careers with the county, leading to a more experienced and effective workforce.

Boost Morale and Job Satisfaction: Adequate compensation is directly linked to job satisfaction and morale. Employees who feel fairly compensated are more engaged and motivated, resulting in higher productivity, better service delivery, and reduced turnover.

Enhance Productivity and Efficiency: Motivated employees tend to work more efficiently and effectively. By investing in the workforce, the County can expect to see increased productivity across all departments, leading to cost savings in the long run.

Reduce Employee Turnover: High employee turnover is not only costly, but also disruptive to county operations. A competitive compensation plan can curb this issue, reducing recruitment and training expenses. The plan has been developed to ensure sustainability by providing a mechanism for annual budgeting and planning. It also provides the County a methodology to ensure a fair and equitable

program that is easily explained to employees and applicants that also allows recruits to see a development and progression path for compensation during their career at the County.

Reflect the Cost of Living: County employees face an increased cost of living. An increase in pay will help them maintain a decent standard of living to better support their families.

Maintain a Competitive Edge: To attract and retain the best talent, the County must remain competitive within the job market. The current compensation structure is falling behind other employers in the region, which threatens the County's ability to hire and keep the best employees.

Demonstrate Employee Appreciation: Approving a pay increase is a clear sign of appreciation for County employees' dedication and hard work, fostering a positive relationship between government and its workforce.

In summary, approving this compensation plan is an investment in Richland County's future. It will empower employees to perform at their best, improve service quality, and maintain a competitive position within the labor market. Furthermore, it demonstrates the County's commitment to the well-being of those who serve Richland County tirelessly.

In summary, approving this compensation plan is an investment in Richland County's future. It will empower employees to perform at their best, improve service quality, and maintain a competitive position within the labor market. Furthermore, it demonstrates the County's commitment to the well-being of those who serve Richland County tirelessly.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

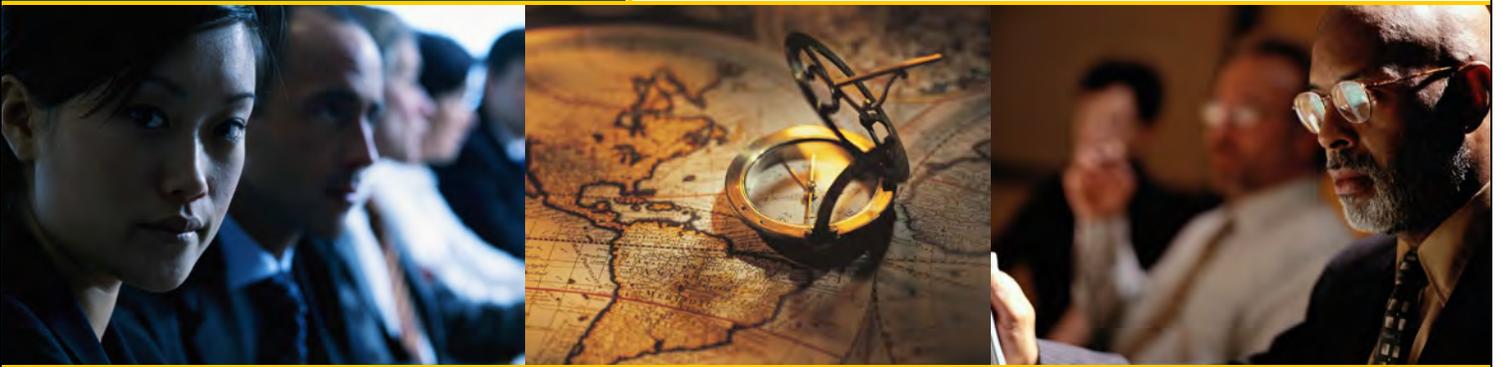
- Goal 6: Establish Operational Excellence
 - Objective 6.1: Establish competitive employee compensation
 - Objective 6.2: Encourage investment in employee and County development
 - Objective 6.4: Address employee related matters to create a more desirable workplace

ATTACHMENTS:

1. Classification and Compensation Study for Richland County, SC Final Report
2. Position Grade Assignments

Classification and Compensation Study for Richland County, SC

FINAL REPORT



Evergreen Solutions, LLC

July 17, 2023

Table of Contents

	PAGE
1.0 INTRODUCTION.....	1-1
1.1 Study Methodology.....	1-2
1.2 Report Organization.....	1-3
2.0 SUMMARY OF EMPLOYEE OUTREACH.....	2-1
2.1 General Feedback.....	2-1
2.2 Compensation and Classification.....	2-2
2.3 Market Peers.....	2-4
2.4 Summary.....	2-5
3.0 ASSESSMENT OF CURRENT CONDITIONS.....	3-1
3.1 Analysis of the Pay Plans.....	3-1
3.2 Grade Placement Analysis.....	3-3
3.3 Quartile Analysis.....	3-5
3.4 Compression Analysis.....	3-9
3.5 Summary.....	3-16
4.0 MARKET SUMMARY.....	4-1
4.1 Market Data.....	4-3
4.2 Salary Survey Results.....	4-7
4.3 Salary Survey Conclusion.....	4-11
5.0 RECOMMENDATIONS.....	5-1
5.1 Classification Recommendations.....	5-1
5.2 Compensation Recommendations.....	5-2
5.3 Compensation and Classification System Administration.....	5-5
5.4 Summary.....	5-8



Chapter 1 - Introduction

The leadership of Richland County, SC (the “County”) in keeping with its commitment to fostering good governance by attracting and retaining the employees necessary to provide high quality services determined that its current compensation and classification systems and structure needed to be updated to better reflect best practices. Evergreen Solutions, LLC (“Evergreen”) was selected by the County during Fall of 2022 as its partner to accomplish this goal. This engagement sought to evaluate the strengths and weaknesses of the County’s current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary data to study external equity, and adjust the current compensation and classification systems to better reflect the market. This study and the analysis contained within provides County leadership with valuable information related to their employee demographics, opinions, and market data, as well as internal and external equity.

Internal equity relates to the fairness of an organization’s compensation practices among its current employees. Specifically, by reviewing the skills, responsibilities, and duties of each position, it can be determined whether similar positions are being compensated in an equitable manner within the organization. External equity relates to the differences between how an organization’s classifications are valued and the compensation available in the marketplace for the same skills, responsibilities, and duties. This component of the study aims to address how the County is positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the County to recruit and retain quality employees.

1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization’s compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the County to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended approximately every three to five years. Some examples of project activities included:

- Conducting a project kick-off meeting
- Presenting orientation sessions to employees
- Facilitating focus group sessions with employees
- Conducting an external market salary survey
- Conducting an external market benefits survey
- Comparing the County’s benefit offerings to that in the market



- Developing recommendations for compensation management
- Revising classification descriptions based on employee JAT feedback
- Developing recommendations for compensation and classification changes
- Creating draft and final reports
- Conducting training sessions with human resources staff in the methodology used to systematically assess job classifications

Kickoff Meeting

The kickoff meeting provided an opportunity to discuss the history of the County, finalize the work plan, and begin the data collection process. Data collection included the gathering of relevant background material including existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material.

Employee Outreach

Through the orientation sessions, Evergreen consultants briefed employees on the purpose and major processes of the study. This process addressed employee questions in an effort to resolve misconceptions about the study and related tasks and explained the importance of employee participation in the JAT process.

In addition, employees participated in focus group sessions designed to gather input from their varied perspectives as to the strengths and weaknesses of the current system. Feedback received from employees in this context was helpful in highlighting aspects of the organization which needed particular attention and consideration. This information provided some basic perceptual background, as well as a starting point for the research process.

Job Assessment Tool® (JAT) Classification Analysis

Employees were asked to complete individual JAT surveys, where they shared information pertaining to their work in their own words. These JATs were analyzed and compared to the current classification descriptions, and classifications were individually scored based on employee responses to five compensable factor questions. Each of the compensable factors—Leadership, Working Conditions, Complexity, Decision Making, and Relationships—were given weighted values based on employee responses, resulting in a point factor score for each classification. The rank order of classes by JAT scores was used to develop a rank order of classes within the proposed compensation structure. Combined with market data, this information formed the foundation of the combined recommendations. The nature of each compensable factor is described below:

- Leadership –relates to the employee’s individual leadership role, be it as a direct report of others who have leadership responsibilities, or as an executive who has leadership over entire departments or the County as a whole.
- Working Conditions – deals with the employee’s physical working conditions and the employee’s impact on those conditions, as well as the working conditions impact or potential impact on the employee.



- Complexity – describes the nature of work performed and includes options ranging from entry-level manual or clerical tasks up to advanced scientific, legal, or executive management duties.
- Decision Making – deals with the individual decision-making responsibility of the employees. Are decisions made on behalf of the employee or is the employee making autonomous decisions that impact the individual, other employees, or even the entire organization?
- Relationships – deals with organizational structure and the nature of the employee’s working relationships. Responses range from employees who work primarily alone, those who work as members of a team, those who oversee teams, and those who oversee the organization as a whole.

Salary Survey

The external market for this study was defined as identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the County were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing County classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

Recommendations

Evergreen developed recommendations for the County to consider in order to help maximize the effectiveness and efficiency of its current compensation and classification structure. Evergreen provided the County with a variety of recommendations for the future at various costs. Plans ranged from minor tweaks to the current compensation and classification system to wholesale changes to the entire organizational structure. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the County currently exhibits.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Recommendations

Chapter 2 – Summary of Outreach

Outreach was conducted by two Evergreen consultants over the course of three days. The consultants met with County employees and explained the process of the study and fielded questions that employees had about the study. Focus groups were conducted to solicit



information from employees that gave Evergreen solid information to begin researching. Employees provided Evergreen their opinions on classifications that were outdated, behind market, or had trouble retaining employees.

Information was also provided on the employees' opinions of the biggest competitors to the County. Finally, employees provided information on all the positive aspects of employment with the County. Evergreen used employee opinions as a starting point for some data collection, but everything that was used during this study was independently verified by Evergreen. A full summary of the outreach can be found in **Chapter 2** of this report.

Chapter 3 - Assessment of Current Conditions

An assessment of current conditions was conducted to help Evergreen better understand the current standing of the County pay plan, demographics, and compensation structures. This assessment should be considered a snapshot in time and is reflective of the conditions present within the County upon the commencement of this study. By leveraging this information, Evergreen was able to gain a better understanding of the strengths and weaknesses of the current compensation system. When combined with the market results, the Assessment of Current Conditions helped provide a basis for recommendations. A full summary of the Assessment of Current Conditions can be found in **Chapter 3** of this report.

Chapter 4 - Market Summary

A salary survey was designed by Evergreen and approved by the County's human resources department. The external market was defined by Evergreen and approved by the County's human resources department. After the results were received, the data were analyzed to compare the County to the overall results. Combined with the Assessment of Current Conditions, the market survey gave Evergreen the information needed to understand the County's position relative to its labor market. A full summary of the market results can be found in **Chapter 4** of this report.

Chapter 5 – Recommendations

During the recommendations phase, Evergreen provided several different solution options based on their current relationship to market. Solutions were provided that only require minor tweaks to the current compensation and classification systems, as well as some solutions that would require wholesale changes to the County's current structure. Evergreen has provided the County with recommendations that can both leverage the current compensation structure and help expand its ability to recruit and retain talent in the most competitive classifications.

Chapter 2 – Summary of Employee Outreach

Between November 29th and December 1st, Evergreen consultants completed outreach through orientation, focus group, and department head interview sessions. Orientation sessions were conducted to inform employees about the purpose of the study, while also giving employees information about the different ways they would be asked to participate in the study. Focus groups were designed to solicit open feedback from employees concerning several topics related to compensation and classification. Overall, the goal of these groups was to gauge the general employee sentiment towards the current compensation and classification structures of County, while also gathering specific concerns employees had.

The observations in this chapter are a generalized summary of opinions, general themes, and trends expressed by employees who either participated in a focus group or provided direct feedback to Evergreen. Information that may identify the commenter has been removed. It is important to note that the views shared in this summary are perceptual in nature and may not necessarily reflect actual conditions in the County.

Comments are separated by the following four categories below:

- 2.1 General Feedback
- 2.2 Compensation and Classification
- 2.3 Market Peers
- 2.4 Summary

2.1 GENERAL FEEDBACK

The primary focus of this study is to address the County's compensation and classification structures. However, it is important to understand how employees currently view employment at large within the County, and as a result, general feedback was sourced from employees on what brought them to work for the County and what were the primary factors that led to their continued employment. The comments described in this section reflect the factors that incentivize prospective applicants to pursue employment with the County and reflect the reasons employees have decided to continue working for the County. These elements are important to highlight, as compensation, while an important factor, is often not the sole determination for where employees wish to work. The responses varied from skepticism in salary surveys, to salary compression, inaccurate job descriptions, and succession planning. Additional comments expressed by employees include:

- **Benefits** – Although we informed the staff that we were not performing a study on benefits, nearly all employees expressed that the new health benefits package will cost



them more than the previous one and negate COLA increases received. Since this sentiment was so pervasive it is worth inclusion in this chapter.

- **Culture** – Most employees described the quality of people they work with as the number one reason they’ve stayed with the organization. Many also commented on the satisfaction they get from doing their job. Conversely, employees across the organization mentioned that culture suffers from a sensed lack of appreciation for their efforts or the efforts of their employees. A common perception is that new talent is recruited by offering higher salaries than tenured employees which has a negative impact on culture and pay compression. Lastly, several managers expressed frustration with having to freeze one position to increase another position’s salary due to tight budgetary constraints.
- **Environment** – Many employees expressed that working in the county where they live is a significant benefit. Additionally, others expressed pride in working in the State’s Capitol County, having significant responsibilities, and making a positive impact on their community.
- **Schedule** – Employees expressed their satisfaction with the hours worked leading to a greater work life balance. Some opined that salaries should be budgeted for 40-hour work weeks, vice 37.5, as many employees work a 40-hour week and leave departments improperly budgeted.

2.2 COMPENSATION AND CLASSIFICATION

As the focus of this study, feedback on compensation and classification was solicited from employees. Employees were asked to identify any concerns, challenges, or limitations observed with how the County currently compensates and classifies its positions. It is important to note that the perceptions of employees listed below do not necessarily reflect or align with the data collected in the market survey, found in **Chapter 4**.

Specific feedback shared by employees related to compensation practices included the following:

- **External Equity** – Feedback on the competitiveness of pay in the County was the main theme in the focus groups and supervisor interviews. Employees shared that they believe their starting pay is lower than in other organizations and stays lower throughout their employment unless they are a mid-director. Positions for professional tradespeople are not seen as being appropriately classified compounding equity concerns. Similarly, positions classified as “secretary” were viewed as demeaning and recruiting for those positions is difficult.

The supervisor focus groups / department head interviews expressed more concerns with progression opportunities for themselves as well as frontline employees and classifications of positions titles that aligned more accurately with work performed.



To increase salaries closer to what is perceived as market average, there is a practice of employees pursuing employment outside of the County and presenting an offer letter with a higher wage to their supervisors. This the only known vehicle that allows divisions to increase employee's salary. Other employees in the classification salaries remain unchanged. The vast majority of positions perceive a disparity in external equity.

- **Internal Equity** – Some departments had concerns that positions that were comparable in work performed had significant gaps in pay grades. Additionally, there was a trend sense that most positions had outgrown their position descriptions and work performed is not accurately considered in salary computations. A comment regarding job descriptions indicated that they are outdated, and positions may have duties and responsibilities that are not accurately reflected. Some noted positions within the same classification performing very different tasks. Furthermore, there were mentions of the same classifications assigned different pay grades in different divisions. Examples were given of employees who applied for positions in other divisions with the same classification they held as their only means to get a pay raise and remain with the County. Specific positions that perceive a disparity in internal equity include:
 - Accountants
 - Attorneys
 - Customer Service positions with FOIA responsibilities
 - IT Program Analyst
 - Office Manager, Administrative Assistants, and Paralegal
 - Sheriff's Deputies
- **Turnover** – Several positions were mentioned as positions that employees feel had a high turnover ratio. Those positions included:
 - Administrative Assistants (entry-level)
 - Animal Care Officers
 - Equipment Operator I
 - Law Clerks
 - Paramedics and EMTs
 - Professional trades positions
 - Sheriff's Deputies
- **Vacancies** – Employees mentioned many vacant positions that they did not believe would not be filled any time soon. They mentioned that this places an unfair burden on current employees, who are not compensated for the extra work they perform.
 - Accountants (mid-level)
 - Engineers
 - Executive Administrative Staff
 - Grant Coordinators
 - Highly technical positions



- Mental Health manager and admin positions in the Commitment Division of the Probate Court.
 - Positions that can be remote are perceived to be hard to fill as other entities are offering remote and hybrid options.
 - Procurement positions
 - Senior Application Developer
- **Raises** – The consensus was that raises are rarely given with some staff members giving examples of going years without a pay raise. Employees largely believe that infrequent COLA increases do not constitute a legitimate pay raise. However, they believe it would be a meaningful wage increase if COLA increases were mandated annually to ensure position’s external equity. Incentive pay was an area where employees nearly unanimously agreed, stating that incentives for continued education, certifications, specialized competencies, and language proficiency should be available. Some managers were advocates of performance-based raises as a best practice to either “appreciate hard workers” or issue in combination with regular COLA increases.

Partially executing the increases in the current pay plan has provided some added benefits to employees but is largely seen in a negative light due to the resulting salary compression. While on site, Evergreen was made aware of the emotional toll from a past process and perceived disingenuousness in its adoption and application.

- **Performance Management** – Supervisors feel the evaluation process is time consuming and has no tangible output. Most feel that it is ineffective and is not properly administered. PEP was mentioned several times as a product that was once used to good effect and would be welcomed back. Tying performance management to reclassifications or additional duties would be seen positively. As mentioned in the above paragraphs, some desire to utilize performance management to effectuate merit salary increases.

2.3 MARKET PEERS

Focus group participants were asked to name organizations they considered to be both local and regional market peers, who they believe have similar characteristics to Richland County. Respondents shared sixteen entities. Responses are listed below and were considered when developing the list of peers for the compensation and classification survey: Participants named the following organizations with some frequency as the County’s biggest competitors in terms of employee compensation and classification:

- Aiken County
- Beaufort County
- Charleston County
- Charlotte Mecklenburg County
- City of Charlotte
- City of Columbia
- City of Irmo
- City of West Columbia



- East Richland County Public Service District
- Greenville County
- Lexington County
- Private sector law firms and financial firms
- Spartanburg County
- State of South Carolina
- University of South Carolina
- York County

2.4 SUMMARY

The feedback received by Evergreen provided a solid foundation for the development of recommendations for the County. The willingness of the County employees to contribute to this dialogue was evident in the number of employees that took time out of their busy schedules to provide reasonable observations with respect to potential compensation and classification strengths/weaknesses across the organization. These comments were verified and taken into consideration when identifying challenges and formulating the recommendations for the County.

Employees were generally enthusiastic when describing their passion for their job and considered working for the County a positive experience. Even though employees emphasized potential concerns, none of these are unique to the County and are found in many public-sector organizations.

The employees of the County take pride in their work, love serving their community, commonly refer to themselves as public servants, and strive to make distinct contributions to their organization and their community. The Evergreen Team used the information gathered from employees throughout the remainder of this study to arrive at appropriate recommendations for the County.



Chapter 3 – Assessment of Current Conditions

The purpose of this chapter is to provide a statistical analysis of the compensation and classification system in place at the County at the start of this study. The assessment is divided into the following sections:

- 3.1 Analysis of the Pay Plan
- 3.2 Grade Placement Analysis
- 3.3 Quartile Analysis
- 3.4 Compression Analysis
- 3.5 Summary

The analysis represented in this chapter represents a snapshot in time – this chapter was built off of employee information collected in November of 2022. Every organization changes continuously, so this chapter is not meant to be a definitive statement on continuing compensation practices at the County. Rather, this AOCC is meant to represent the conditions that were in place when this study began. The data contained within provide the baseline for analyses through the course of this study but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen gained a better understanding of the structure and methods in place and identified issues for both further review and potential revision.

3.1 ANALYSIS OF THE PAY PLAN

The purpose of analyzing the pay plan used within the County is to help gain an overview of the compensation philosophy as it existed when the study began. The County had a system in place that categorized classifications by level and type of work. This system used numeric pay grades to represent classifications of varying level and responsibility. **Exhibit 3A** displays the County’s pay plan summarized for ease of comparison. The exhibit provides the name; each pay grade on the plan; the value of each pay grade at minimum, midpoint, and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The County’s pay plan includes 18 occupied pay grades that hold 2080 employees. The pay range spreads fall between 25 - 80 percent. Pay grade 18 only has one employee, while pay grade 9 contains the most employees with 457.



**EXHIBIT 3A
PAY PLAN SUMMARY**

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
GENERAL	3	\$ 32,210	\$ 36,240	\$ 40,269	25%	-	165
GENERAL	4	\$ 32,210	\$ 38,253	\$ 44,296	38%	6%	67
GENERAL	5	\$ 32,210	\$ 40,468	\$ 48,725	51%	6%	110
GENERAL	6	\$ 33,499	\$ 43,548	\$ 53,598	60%	8%	308
GENERAL	7	\$ 36,848	\$ 47,903	\$ 58,958	60%	10%	341
GENERAL	8	\$ 40,533	\$ 52,693	\$ 64,853	60%	10%	107
GENERAL	9	\$ 44,587	\$ 57,963	\$ 71,339	60%	10%	457
GENERAL	10	\$ 46,370	\$ 64,918	\$ 83,466	80%	12%	143
GENERAL	11	\$ 51,935	\$ 72,708	\$ 93,482	80%	12%	108
GENERAL	12	\$ 58,167	\$ 81,433	\$ 104,700	80%	12%	98
GENERAL	13	\$ 65,147	\$ 91,205	\$ 117,264	80%	12%	60
GENERAL	14	\$ 72,964	\$ 102,150	\$ 131,336	80%	12%	34
GENERAL	15	\$ 81,720	\$ 114,408	\$ 147,096	80%	12%	11
GENERAL	16	\$ 93,978	\$ 131,569	\$ 169,160	80%	15%	2
GENERAL	17	\$ 108,075	\$ 151,305	\$ 194,534	80%	15%	5
GENERAL	18	\$ 124,286	\$ 174,000	\$ 223,715	80%	15%	1
GENERAL	BAILIFF	\$ -	\$ -	\$ -	-	-100%	10
GENERAL	-CLASS	\$ -	\$ -	\$ -	-	-	53
Total	-	-	-	-	-	-	2080

Comparing the summary data in **Exhibit 3A** to best practices, a number of observations can be made regarding the County's pay plan. Based on the analysis of the pay plan, the following facts can be observed:

- Range spreads—generally set between 50-70 percent—become slightly more broad than you would typically see in the market today. The range spreads do increase in a consistent manner, which is a common practice as you move up through the pay scale.
- The number of employees on each pay grade is widely varied. The number of incumbents pyramids as pay grades increase where grade 18 has only a single incumbent occupying the grade, while several pay grades contain more than a hundred employees.
- The minimum of any pay grade is \$32,210 while the maximum of any pay grade is \$223,715.



3.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis examines how employee salaries are distributed throughout the pay grades. This can help identify salary progression issues, which are usually accompanied by employee salaries that are clustered in segments of the pay grades. A clustering of employee salaries in the lower part of ranges can indicate a lack of salary progression for employees or a high level of employee turnover. A clustering of employee salaries in the high end of pay ranges can be a sign of high employee tenure or a sign that the pay ranges are behind market, forcing the organization to offer salaries near the maximum of the range to new hires. With regard to minimum and maximum salaries, employees at the grade minimum are typically newer to the organization or to the classification, while employees at the grade maximum are typically highly experienced and highly proficient in their classification. The Grade Placement Analysis examines how salaries compare to pay range minimums, midpoints, and maximums. Only pay grades with at least one incumbent are included in this analysis.

Exhibit 3B displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 18.0 percent (374 total) of all employees are compensated at their pay grade's minimum. A smaller percentage of employees, 3.9 percent (81 total), are compensated at their pay grade's maximum.



EXHIBIT 3B
EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE

Grade	Employees	# at Min	% at Min	# at Max	% at Max
3	165	141	85.5%	4	2.4%
4	67	31	46.3%	2	3.0%
5	110	53	48.2%	2	1.8%
6	308	50	16.2%	9	2.9%
7	341	32	9.4%	4	1.2%
8	107	5	4.7%	2	1.9%
9	457	46	10.1%	1	0.2%
10	143	3	2.1%	0	0.0%
11	108	5	4.6%	0	0.0%
12	98	3	3.1%	2	2.0%
13	60	3	5.0%	1	1.7%
14	34	1	2.9%	0	0.0%
15	11	1	9.1%	1	9.1%
16	2	0	0.0%	0	0.0%
17	5	0	0.0%	0	0.0%
18	1	0	0.0%	0	0.0%
BAILIFF	10	0	0.0%	0	0.0%
NON-CLASSIFIED	53	0	0.0%	53	100.0%
Total	2080	374	18.0%	81	3.9%

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above pay grade midpoint. The percentages refer to the percentage of employees in each pay grade that are above and below midpoint. **Exhibit 3C** displays the results of this analysis: a total of 1724 employees are compensated below their pay grade midpoint—which is 82.9 percent of all employees for the County. There are 346 employees compensated above the midpoint of their pay grade, which is 16.6 percent of all employees.



EXHIBIT 3C
EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE

Grade	Employees	# < Mid	% < Mid	# > Mid	% > Mid
3	165	152	92.1%	13	7.9%
4	67	55	82.1%	12	17.9%
5	110	92	83.6%	18	16.4%
6	308	262	85.1%	46	14.9%
7	341	301	88.3%	40	11.7%
8	107	75	70.1%	32	29.9%
9	457	424	92.8%	33	7.2%
10	143	115	80.4%	28	19.6%
11	108	85	78.7%	23	21.3%
12	98	76	77.6%	22	22.4%
13	60	52	86.7%	8	13.3%
14	34	27	79.4%	7	20.6%
15	11	5	45.5%	6	54.5%
16	2	0	0.0%	2	100.0%
17	5	3	60.0%	2	40.0%
18	1	0	0.0%	1	100.0%
BAILIFF	10	0	0.0%	0	0.0%
NON-CLASSIFIED	53	0	0.0%	53	100.0%
Total	2080	1724	82.9%	346	16.6%

3.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. Here, each pay grade is divided into four segments of equal width, called quartiles. The first quartile represents the first 25 percent of the pay range; the second quartile represents the part of the range above the first quartile up to the mathematical midpoint; the third quartile represents the part of the range from the midpoint to 75 percent of the pay range; and the fourth quartile represents the part of the range above the third quartile up to the pay range maximum. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, in order to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.



Exhibit 3D shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e. how long an employee has worked for the County) by quartile. Overall, data provide that 61.9 percent of employees fall into Quartile 1 of their respective grade; 21.4 percent fall into Quartile 2; 9.9 percent fall into Quartile 3; and 6.9 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

Specifically, overall average tenure increases as quartile increases; the average tenure in Quartile 1 is 7.0 years; in Quartile 2 is 13.3 years; in Quartile 3 is 17.2 years; and in Quartile 4 is 17.4 years. Quartile 4 is shown differently on the exhibit due to the inclusion of No-Classified employees who do not have an established pay range for their grade. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

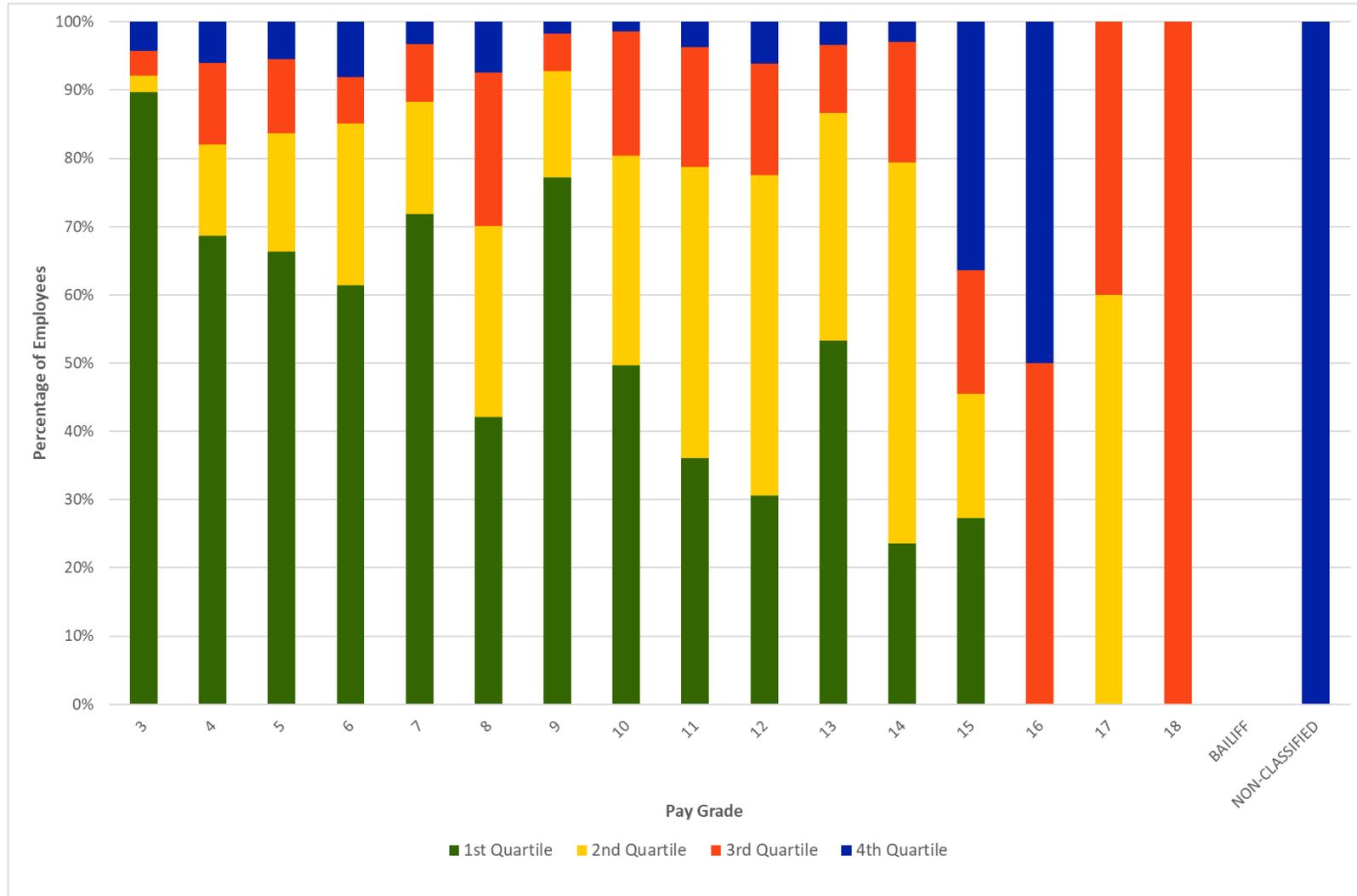
Exhibit 3E displays a graphical representation of the data contained in **Exhibit 3D**. Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile. For example, pay grade 18 has zero employees in Quartiles 1, 2, or 4. That pay grade is represented by a 100 percent orange bar, showing that 100 percent of grade 18 employees are in Quartile 3. Pay grade 6 has employees in all four quartiles, however, and is consequently represented with bars displaying all four colors, corresponding to the percentage of employees for each pay grade in each quartile.



**EXHIBIT 3D
QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION**

GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
			# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
3	165	9.6	148	8.1	4	15.4	6	23.8	7	25.7
4	67	7.7	46	4.7	9	10.3	8	11.9	4	28.2
5	110	6.0	73	3.4	19	8.5	12	12.9	6	16.6
6	308	7.0	189	5.5	73	6.0	21	12.4	25	17.0
7	341	7.1	245	4.4	56	10.5	29	18.2	11	20.8
8	107	11.5	45	7.4	30	13.2	24	17.4	8	9.9
9	457	10.3	353	8.4	71	14.9	25	19.5	8	23.1
10	143	14.4	71	13.3	44	15.4	26	15.2	2	23.1
11	108	13.9	39	5.0	46	18.3	19	22.5	4	9.9
12	98	15.3	30	10.7	46	16.9	16	20.0	6	12.9
13	60	11.1	32	9.4	20	14.2	6	13.0	2	0.3
14	34	17.5	8	8.8	19	20.4	6	19.5	1	21.0
15	11	14.1	3	10.8	2	20.9	2	12.9	4	13.7
16	2	12.0	0	-	0	-	1	2.8	1	21.2
17	5	21.1	0	-	3	18.0	2	25.7	0	-
18	1	1.0	0	-	0	-	1	1.0	0	-
BAILIFF	0	13.3	0	-	0	-	0	-	0	-
NON-CLASSIFIED	53	10.7	0	-	0	-	0	-	53	10.7
Overall	2070	9.9	1282	7.0	442	13.3	204	17.2	142	15.1

EXHIBIT 3E QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One thing that can be observed is the percentage of employees in Quartile 1 generally decreasing as you progress through the grades of a given pay plan. For example, you can observe the green Quartile 1 bars decreasing steadily from pay grade 3 through 15. This indicates that as employees on the Classified pay plan move up into the highest pay grades, they are generally progressing through the individual pay range, as well. There are many reasons why this might be the case. One possible explanation is that employees who are promoted in the County could be expected to have progressed through their current pay grade to near the maximum. Then when they are promoted, they do not start back over at their new pay grade minimum, as that would result in a pay decrease. Instead, when an employee is promoted, they might start several steps into their new pay grade from day one. Another possible explanation is as you move to higher pay grades, positions are more competitive on the open market. There are typically more certifications required, more experience is desirable, and there are fewer employees available to fill the position. That requires the County to bid up the price of a new hire in order to attract high quality employees. It is impossible to determine why this pattern is occurring without more data. However, it is something that bears watching in the future, as the County could gather valuable information about itself.

3.4 COMPRESSION ANALYSIS

Pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. Compression can be seen as a threat to internal equity and morale. Two common types of pay compression can be observed when the pay of supervisors and their subordinates are too close, or when the pay of highly tenured staff and newly hired employees in the same job are too similar.

According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be relatively liberal with salary increases, market adjustments, and promotions—while others are not.
- Some employers have overlooked their Human Resources policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of “paying what it takes to get the best talent.”
- Many organizations have found it easy to hire people who had already done the same work for another organization, eliminating the need for training. Rather than hiring individuals with high potential and developing them for the long term, they have opted for employees who could “hit the ground running”—regardless of their potential.



Exhibit 3F indicates the ratio of subordinate to supervisor salaries by grade graphically and **Exhibit 3G** displays these results numerically. Employees were grouped into categories reflecting whether their actual salary was less than 80 percent, less than 95 percent, or greater than 95 percent of their supervisor's salary. Less than 80 percent would indicate that the ratio of an employee's salary to his supervisor's salary would yield a result of less than 0.8. For example, an employee with a salary of \$79,000.00 and a supervisor with a salary of \$100,000.00 would yield a ratio of 0.79, and be placed into the Less than 80 percent category.

An analysis of the data would quickly reveal that while most positions in the County are in a great position, with plenty of space between employee and supervisor salaries, there are still some employees with salaries more than 100 percent of their supervisor's salary. Anywhere blue or orange appears on **Exhibit 3F** is somewhere that warrants an examination of supervisor vs. employee salary.



EXHIBIT 3F
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE

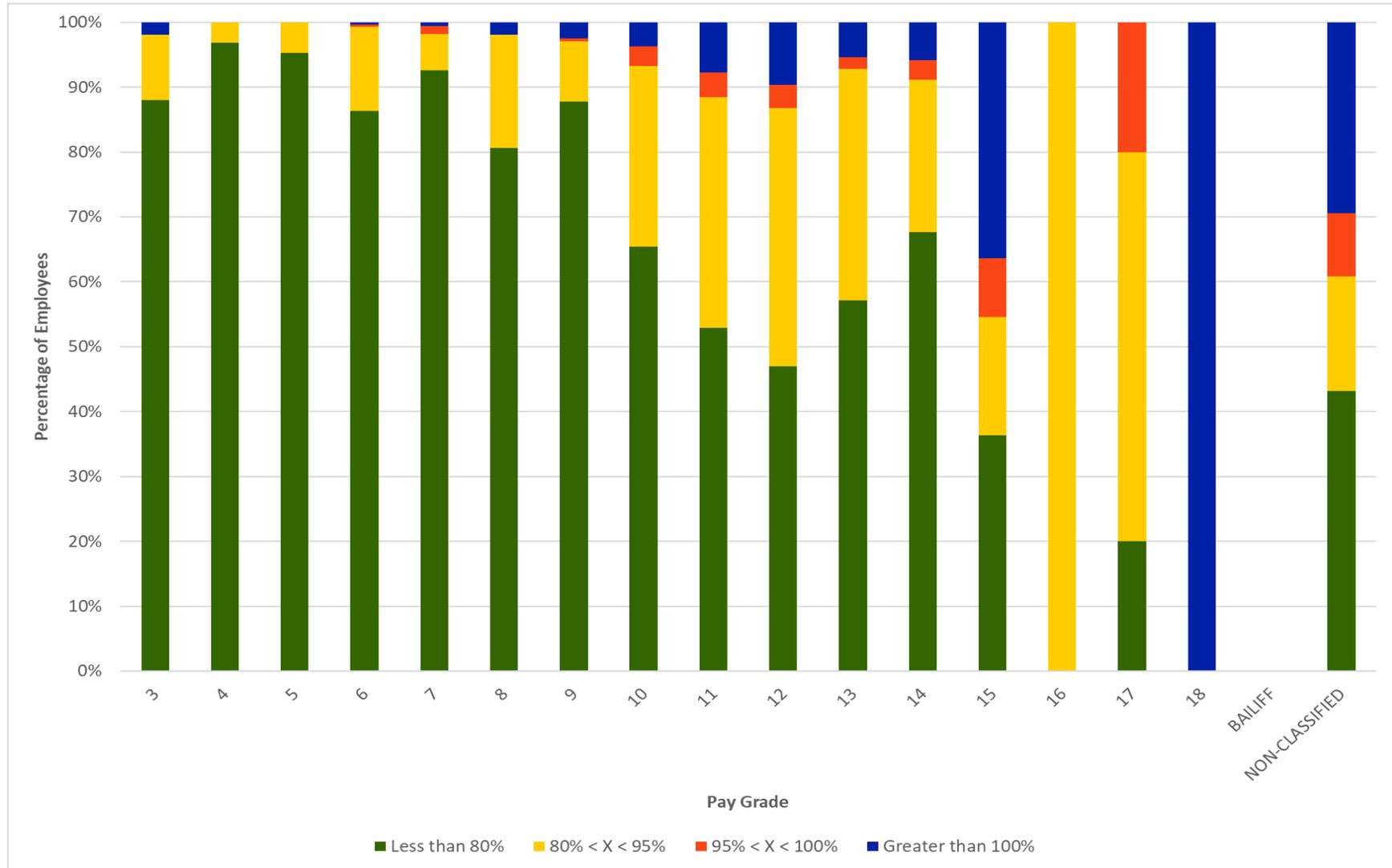


EXHIBIT 3G
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE

Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
3	139	16	0	3
4	62	2	0	0
5	101	5	0	0
6	258	39	1	1
7	302	18	4	2
8	83	18	0	2
9	387	41	2	11
10	87	37	4	5
11	55	37	4	8
12	39	33	3	8
13	32	20	1	3
14	23	8	1	2
15	4	2	1	4
16	0	2	0	0
17	1	3	1	0
18	0	0	0	1
BAILIFF	0	0	0	0
NON-CLASSIFIED	22	9	5	15
Total	1595	290	27	65



Exhibit 3H and **Exhibit 3I** showcase the actual vs. projected progression of County employees, sorted by pay grade. Projected progression is calculated using a 30-year parity assumption for employees. For example, an employee who had worked at their position for 15 years would be projected to be at the grade midpoint, while an employee with 30 or more class years would be projected to be at the grade maximum. An important distinction between this compression table and the quartile analysis: this compression table utilizes class years, while the Quartile analysis uses tenure. Class years are differentiated from tenure by using the date that an employee started working in their current classification as the start date, instead of the date they first were hired by the County. To illustrate, if an employee had been an accountant for fifteen years, and then was promoted last year to Accountant Supervisor that employee would have sixteen years of tenure, but only one class year.

On **Exhibit 3I**, it is easy to discern that the majority of County employees have progressed more than 10 percent above what they would be projected to, based on their class years. While this is clearly good for employees, it is not necessarily bad for the County. It could mean that the County is advancing employees quickly or that pay grades are not keeping up with the market. The County could be forced to advance employees more quickly through pay grades to keep competitive with the market or hire new employees well into the paygrade to for due to the adjusted rate in the economy that has not transferred to the County's pay plan. However, it could just as easily be another indicator of employee promotion and advancement through the ranks. As mentioned in the description of the quartile analysis, when an employee has advanced to near the top of their pay grade and they receive a promotion, they will often not start at their new pay grade minimum. Employees will not typically accept a pay decrease, so that employee is therefore started above the minimum on their new pay grade. That puts them above their "projected progression," by definition. They have zero class years, but their progress is above the grade minimum. Then, if they advance exactly at the speed expected for the rest of their career, they will always remain ahead of their "projected" progression. Additionally, this could also be an indication of a workforce that possesses value outside of their time spent with the County, such as additional education or experience. This may mean that the employee is hired above their "projected progression" point based on class years alone, and again, standard progression through the ranges throughout their time with the County would lead to a progression that is beyond the projection. While the true explanation likely encompasses many of these factors, a definitive answer cannot be determined without more data.

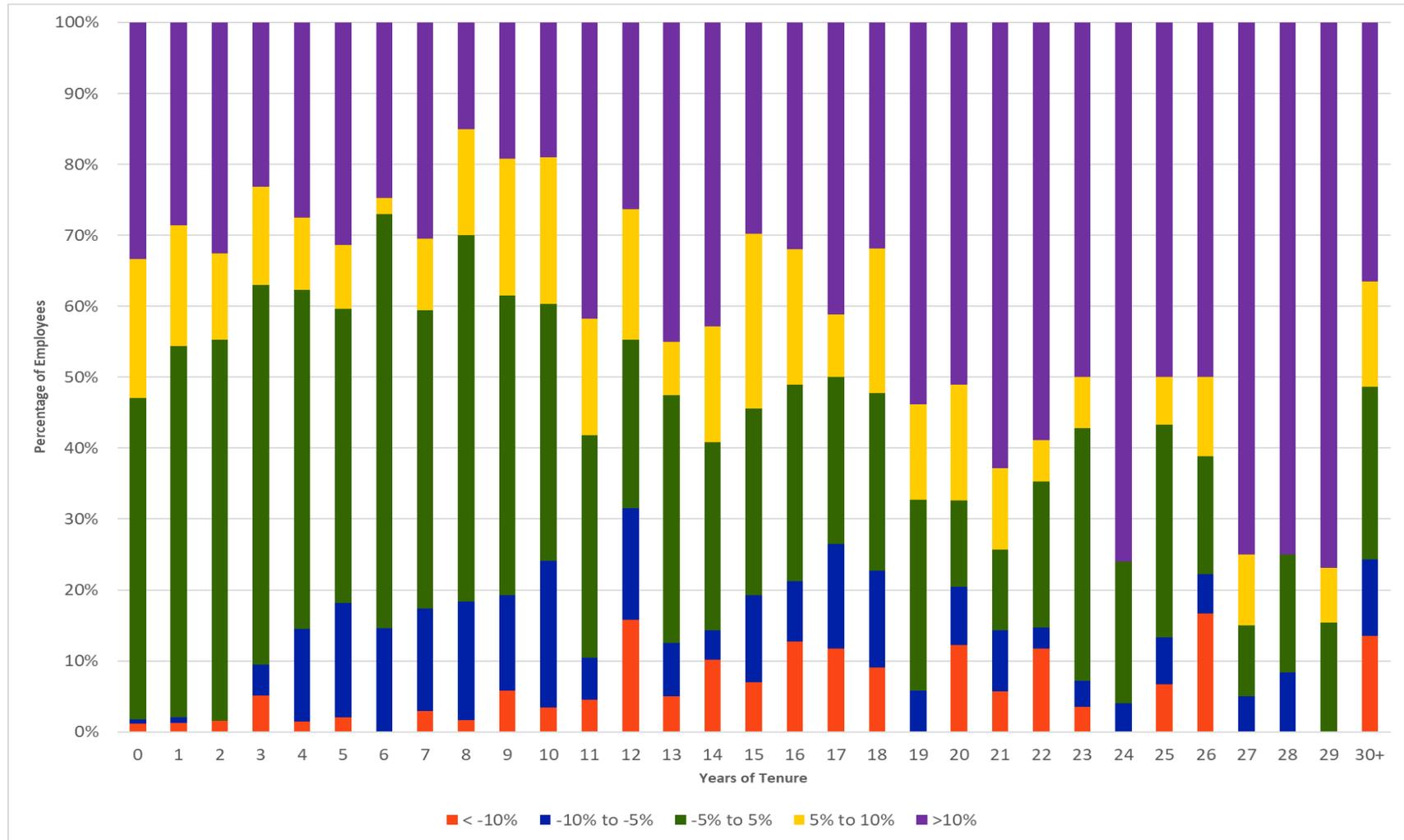


**EXHIBIT 3H
ACTUAL VS. PROJECTED SALARY**

Tenure	< -10%	-10% to -5%	-5% to 5%	5% to 10%	>10%
0	2	1	76	33	56
1	3	2	130	42	71
2	2	0	71	16	43
3	7	6	74	19	32
4	2	18	66	14	38
5	2	16	41	9	31
6	0	13	52	2	22
7	2	10	29	7	21
8	1	10	31	9	9
9	3	7	22	10	10
10	2	12	21	12	11
11	3	4	21	11	28
12	6	6	9	7	10
13	2	3	14	3	18
14	5	2	13	8	21
15	4	7	15	14	17
16	6	4	13	9	15
17	4	5	8	3	14
18	4	6	11	9	14
19	0	3	14	7	28
20	6	4	6	8	25
21	2	3	4	4	22
22	4	1	7	2	20
23	1	1	10	2	14
24	0	1	5	0	19
25	2	2	9	2	15
26	3	1	3	2	9
27	0	1	2	2	15
28	0	1	2	0	9
29	0	0	2	1	10
30+	10	8	18	11	27



EXHIBIT 3I ACTUAL VS. PROJECTED SALARY



3.5 SUMMARY

There were many observations made with respect to the County's compensation system in place at the beginning of the study.

- Range spreads, generally recommended to be between 50-70 percent, varies across several grades. The County's one plans have range spreads varying from 25 percent up to 80 percent.
- The majority of employees progress at a pace beyond their projected paygrade positioning, based on a 30-year progression plan.
- More than half of employees are paid below their pay grade midpoint.
- A little more than half of employees (61.9 percent) are in Quartile 1 of their pay grade. This can indicate a workforce with high turnover or that has recently expanded with many new hires. Further analysis is required to determine the cause of this imbalance.
- Most County employees are paid less than 80.0 percent of their supervisors' salaries.

This analysis acts as a starting point for the development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen is able to make recommendations that will ensure that the County's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.



Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the County's compensation practices against that of its market peers in order to establish how competitive the County is for employees within its market. To complete this market study, Evergreen compared pay ranges of select benchmark positions that the County possesses against the compensation of positions performing those same duties within peer organizations. By aggregating the differences in pay ranges across all the positions, a reasonable determination is made as to the County's competitive position within the market.

It is important to note that individual salaries are not analyzed in this methodology, since individual compensation can be affected by a number of variables such as experience and performance. For this reason, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study; however, market conditions can change rapidly. Consequently, it is necessary to perform market surveys of peer organizations at regular intervals in order for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the County's overall structural standing to the market, and the rates reflected in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 5**.

Evergreen conducted a comprehensive market salary survey for the County, which included 20 peers including cities, counties, and state entities. Target peers were selected based on a number of factors, including geographic proximity and population size. Target organizations were also identified for their competition to the County for employee recruitment and retention efforts. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.



**EXHIBIT 4A
TARGET MARKET PEERS**

Target Respondents
Aiken County
Beaufort County
Berkeley County
Charleston County
Clarendon County
Dorchester County
Florence County
Greenville County
Horry County
Kershaw County
Lexington County
York County
City of Columbia
City of Charleston
City of Cayce
City of Rock Hill
City of West Columbia
City of Greenville
Lex-Richland School Dist
State of South Carolina

Due to the fact that the data collected for the market summary was from various regions of South Carolina, it was necessary to adjust peer responses relative to the County based on cost of living. For all organizations that fell outside the County's immediate region, a cost of living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the County. Evergreen utilizes cost of living index information from the Council for Community and Economic Research, and the scale is based on the national average cost of living being set at 100. The cost of living index figures for The County and each of the respondent market peers are located in **Exhibit 4B**.



EXHIBIT 4B
RESPONDENTS WITH COST OF LIVING ADJUSTMENTS

Market Peers	Cost of Living Index
Richland County	101.1
Aiken County	99.7
Beaufort County	106.2
Berkeley County	98.4
Charleston County	107.5
Clarendon County	97.3
Dorchester County	99.3
Florence County	98.9
Greenville County	102.7
Horry County	95.2
Kershaw County	99.7
Lexington County	101.8
York County	100.9
City of Columbia	101.1
City of Charleston	107.5
City of Cayce	101.8
City of Rock Hill	100.9
City of West Columbia	101.8
City of Greenville	102.7
Lex-Richland School Dist	101.1
State of South Carolina	101.1

4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percent differentials of the County's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the County's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the County's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the County not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.



While all benchmarks are surveyed by each peer, not every peer organization possesses an appropriate match to supply salary information for. Consequently, the benchmarks receive varying levels of response. For the purpose of this study, all position that received less than five matches from market peers were not considered in establishing the County’s competitive position. The rationale behind these positions being excluded is that insufficient response can lead to unreliable averages that may skew the aggregated data, blurring the reality of the County’s actual position in the market. Seventy-four of the 128 positions surveyed had a sufficient response for inclusion.



**EXHIBIT 4C
MARKET SURVEY RESULTS**

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	ACCOUNTANT I	\$46,545.98	-30.1%	\$58,824.93	-30.7%	\$71,103.87	-31.1%	52.7%	13.0
2	ACCOUNTING SPECIALIST	\$34,078.37	0.8%	\$41,734.25	3.4%	\$49,390.14	5.1%	45.1%	15.0
3	ADMINISTRATIVE ASSISTANT	\$33,126.56	3.6%	\$41,436.78	-1.5%	\$49,746.99	-5.2%	50.1%	16.0
4	ADMINISTRATIVE COORDINATOR	\$40,278.74	-2.4%	\$52,603.67	-2.9%	\$64,928.60	-3.2%	61.3%	9.0
5	ANIMAL CARE OFFICER	\$36,740.02	-6.7%	\$45,356.99	-5.0%	\$53,973.95	-3.8%	47.1%	10.0
6	APPRAISER I	\$40,199.38	-11.8%	\$51,330.65	-10.0%	\$62,461.91	-8.8%	56.0%	7.0
7	APPRAISER III	\$46,971.01	-8.3%	\$60,145.47	-6.8%	\$73,319.93	-5.8%	56.4%	6.0
8	ASSISTANT DIR. OF ECONOMIC DEV	\$91,891.12	-34.1%	\$109,962.71	-18.6%	\$128,034.31	-8.8%	39.7%	4.0
9	ASSISTANT MANAGER OF PROCUREMENT	\$56,495.01	-8.4%	\$71,956.14	1.0%	\$87,417.26	6.7%	54.8%	3.0
10	ASSISTANT SOLICITOR IV	\$66,442.60	-2.0%	\$82,086.64	10.5%	\$97,730.68	18.2%	47.5%	6.0
11	ASSISTANT TO COUNTY ADMINISTRA	\$54,615.75	6.3%	\$67,883.79	18.1%	\$81,151.84	25.3%	48.7%	2.0
12	ASST SUPERINTENDENT ROADS & DR	\$50,839.99	-9.2%	\$66,382.66	-2.2%	\$81,925.32	1.9%	61.1%	2.0
13	ASST. DIR OF DETENTION CTR	\$71,883.11	-9.8%	\$85,697.96	6.2%	\$99,512.80	16.4%	38.8%	3.0
14	BAILIFF	\$28,495.42	-	\$35,025.65	-	\$41,555.88	-	45.9%	10.0
15	BUILDING CUSTODIAN	\$26,283.80	26.6%	\$31,336.86	20.9%	\$36,389.92	16.5%	38.6%	13.0
16	BUSINESS SYSTEMS ANALYST	\$53,303.85	-13.9%	\$66,084.67	-1.8%	\$78,865.50	5.7%	47.9%	3.0
17	BUYER, EXEMPT	\$40,786.10	-0.6%	\$50,869.53	3.5%	\$60,952.97	6.2%	49.7%	9.0
18	CA ATTORNEY I	\$78,864.91	-30.2%	\$102,056.24	-22.5%	\$125,247.56	-17.9%	58.8%	1.0
19	CAD TECHNICIAN	\$46,253.00	-6.7%	\$59,552.59	-5.8%	\$72,852.17	-5.2%	57.8%	2.0
20	CHIEF DEPUTY CLERK OF COURT	\$58,171.11	0.0%	\$72,421.67	11.7%	\$86,672.24	18.8%	49.4%	7.0
21	CHIEF DEPUTY SHERIFF	\$87,115.40	-6.4%	\$109,493.05	4.4%	\$131,870.70	10.9%	51.7%	8.0
22	CHIEF INVESTIGATOR	\$64,027.89	-32.0%	\$81,280.53	-22.4%	\$98,533.16	-16.6%	54.4%	3.0
23	CLERK OF COUNCIL	\$64,540.71	-	\$78,672.60	-	\$92,804.50	-	44.1%	8.0
24	CODE INVESTIGATOR I	\$44,696.78	-3.3%	\$55,623.03	1.0%	\$66,549.27	3.9%	49.2%	2.0
25	COMMUNICATIONS COORDINATOR: SOCIAL MEDIA	\$51,260.25	-	\$67,205.26	-	\$83,150.27	-	62.2%	2.0
26	COMMUNITY DEVELOPMENT COOR.	\$47,461.67	0.2%	\$58,613.03	5.3%	\$69,764.39	8.7%	47.0%	5.0
27	CONSTRUCTION CREW LEADER	\$47,708.17	-9.8%	\$59,881.58	-6.3%	\$72,054.98	-4.1%	51.1%	3.0
28	CONTROLLER	\$87,159.40	-28.9%	\$110,570.33	-19.2%	\$133,981.25	-13.3%	54.2%	3.0
29	COUNTY ATTORNEY	\$104,724.01	17.1%	\$131,182.53	28.1%	\$157,641.05	34.7%	51.0%	6.0
30	COUNTY ENGINEER	\$86,747.24	-28.4%	\$104,986.51	-14.0%	\$123,225.77	-5.0%	42.2%	10.0
31	COURT PROGRAM COORDINATOR	\$41,170.97	14.4%	\$52,847.94	15.7%	\$64,524.92	16.5%	56.6%	9.0
32	CRIME ANALYST	\$42,156.81	-0.5%	\$53,892.80	1.2%	\$65,628.80	2.3%	55.8%	6.0
33	CUSTOMER SERVICE REPRESENTATIV	\$32,946.82	4.2%	\$41,961.02	-2.8%	\$50,975.21	-7.6%	54.9%	11.0
34	DATA ANALYST	\$42,262.96	-7.3%	\$54,286.25	-6.1%	\$66,309.55	-5.3%	56.7%	2.0
35	DATABASE ADMINISTRATOR	\$53,933.68	30.0%	\$67,630.60	40.7%	\$81,327.51	47.0%	51.3%	4.0
36	DEPUTY AUDITOR	\$56,436.54	3.0%	\$70,475.94	14.4%	\$84,515.34	21.3%	49.9%	9.0
37	DEPUTY CLERK OF COURT	\$51,187.27	-26.3%	\$63,541.20	-21.7%	\$75,895.13	-18.7%	48.5%	8.0
38	DEPUTY COURT ADMINISTRATOR	\$59,932.74	-3.0%	\$69,305.75	16.1%	\$78,678.77	28.4%	31.5%	2.0
39	DEPUTY DIRECTOR OF UTILITIES	\$96,931.07	-39.2%	\$118,596.30	-26.1%	\$140,261.53	-17.9%	44.7%	1.0
40	DEPUTY SHERIFF	\$61,452.12	-53.7%	\$75,274.66	-48.2%	\$89,097.19	-44.5%	45.2%	7.0
41	DEPUTY SHERIFF III	\$48,526.23	-42.5%	\$58,231.63	-34.8%	\$67,937.02	-29.6%	40.0%	1.0
42	DEPUTY TREASURER	\$62,455.02	15.5%	\$78,458.93	26.2%	\$94,462.85	32.7%	51.5%	10.0
43	DETENTION OFFICER	\$39,375.83	-4.5%	\$48,101.78	-16.0%	\$56,827.74	-11.9%	44.2%	7.0
44	DIRECTOR OF BUDGET AND GRANTS	\$91,615.89	16.5%	\$120,464.40	22.7%	\$149,312.90	26.3%	63.0%	4.0
45	DIRECTOR OF ECONOMIC DEVELOPMENT	\$99,118.33	-19.2%	\$122,796.03	-7.1%	\$146,473.72	0.4%	47.9%	9.0
46	DIRECTOR OF EMERGENCY SERVICES*	\$76,958.45	33.6%	\$97,037.51	43.7%	\$117,116.57	49.7%	52.5%	11.0
47	DIRECTOR OF FINANCE*	\$82,896.89	26.4%	\$102,527.88	38.4%	\$122,158.87	45.7%	47.7%	10.0
48	DIRECTOR OF HR & TITLE VI COMP	\$90,381.80	17.8%	\$113,709.97	28.4%	\$137,038.14	34.7%	51.8%	15.0
49	DIRECTOR OF PUBLIC WORKS	\$101,474.76	-7.7%	\$126,552.31	3.9%	\$151,629.87	10.9%	49.6%	9.0
50	DIRECTOR OF UTILITIES	\$93,142.96	-13.1%	\$115,872.09	-1.3%	\$138,601.22	5.9%	48.7%	2.0
51	DISPATCHER	\$35,893.50	-4.4%	\$44,060.60	-7.7%	\$52,227.70	-10.0%	45.8%	9.0
52	E911 NETWORK MANAGER	\$55,853.51	26.6%	\$69,241.40	38.4%	\$82,629.30	45.5%	48.0%	2.0
53	ELECTION SYSTEMS COORDINATOR	\$40,274.20	20.5%	\$47,904.62	36.4%	\$55,535.04	46.3%	38.4%	5.0
54	EMERGENCY MEDICAL TECHN-BASIC	\$36,643.74	-2.5%	\$44,932.67	3.3%	\$53,221.60	7.2%	45.5%	8.0
55	EMERGENCY PLANNER	\$52,931.52	-10.7%	\$68,209.36	-9.8%	\$83,487.21	-9.3%	58.0%	2.0
56	EMS SHIFT MANAGER	\$64,792.64	-15.6%	\$79,372.96	-2.3%	\$93,953.28	5.9%	45.3%	2.0
57	EMT - INTERMEDIATE	\$39,178.67	0.3%	\$49,310.71	3.6%	\$59,442.75	5.6%	52.1%	4.0
58	ENGINEERING TECHNICIAN	\$40,260.07	-11.9%	\$50,751.12	-8.8%	\$61,242.18	-6.9%	52.4%	9.0
59	EQUIPMENT OPERATOR I	\$31,647.31	8.2%	\$39,182.65	9.7%	\$46,717.99	10.7%	47.8%	14.0
60	EVIDENCE TECHNICIAN	\$36,566.68	-18.7%	\$46,267.12	-30.3%	\$55,967.55	-38.5%	53.0%	9.0
61	EXECUTIVE ASSISTANT	\$47,293.32	0.6%	\$59,787.31	3.4%	\$72,281.30	5.1%	53.0%	12.0
62	FINANCIAL SYSTEMS ANALYST	\$50,634.70	2.5%	\$64,294.17	12.3%	\$77,953.63	18.1%	54.2%	8.0
63	GENERAL MANAGER SLD WST & REC	\$71,742.28	-20.9%	\$95,178.59	-15.6%	\$118,614.90	-12.5%	65.6%	2.0
64	GIS MANAGER	\$68,537.50	-38.6%	\$90,492.94	-32.9%	\$112,448.38	-29.6%	63.8%	7.0
65	GIS TECHNICIAN I	\$39,198.99	-13.2%	\$49,123.22	-12.9%	\$59,047.46	-12.7%	50.9%	8.0



**EXHIBIT 4C (CONTINUED)
MARKET SURVEY RESULTS**

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
66	GRANTS COORDINATOR	\$46,839.57	-26.9%	\$59,372.31	-24.4%	\$71,905.05	-22.8%	53.7%	7.0
67	HELPDESK SPECIALIST	\$46,582.25	-26.4%	\$57,355.91	-21.0%	\$68,129.58	-17.5%	46.4%	10.0
68	HELPDESK SUPERVISOR	\$53,157.39	-2.3%	\$67,942.59	6.8%	\$82,727.79	12.2%	55.9%	5.0
69	HR ANALYST	\$47,806.82	-7.0%	\$60,800.77	-4.8%	\$73,794.71	-3.4%	54.5%	10.0
70	HR ANALYST	\$47,806.82	-7.0%	\$60,800.77	-4.8%	\$73,794.71	-3.4%	54.5%	10.0
71	HVAC MECHANIC	\$44,597.29	-3.1%	\$54,136.20	3.8%	\$63,675.12	8.3%	43.1%	6.0
72	INFORMATION SPECIALIST	\$45,599.45	-28.1%	\$57,612.89	-28.7%	\$69,626.33	-29.0%	52.8%	2.0
73	INSPECTOR I	\$38,472.16	-7.4%	\$50,375.31	-8.1%	\$62,278.46	-8.6%	62.0%	6.0
74	INTERNAL AUDITOR	\$74,819.59	-	\$98,716.75	-	\$122,613.91	-	63.9%	2.0
75	INVESTIGATOR	\$46,168.34	-9.5%	\$55,866.30	-2.4%	\$65,564.26	2.4%	42.1%	8.0
76	LAB TECHNICIAN	\$36,080.56	-17.4%	\$44,035.45	-14.5%	\$51,990.34	-12.5%	44.6%	5.0
77	LANDFILL OPERATOR	\$36,874.56	-3.1%	\$47,471.51	-2.2%	\$58,068.45	-1.6%	57.4%	3.0
78	MAGISTRATE	\$56,559.50	-	\$72,077.45	-	\$87,595.41	-	55.4%	3.0
79	MAINTENANCE MECHANIC	\$34,689.60	12.5%	\$42,738.16	17.8%	\$50,786.72	21.3%	46.5%	13.0
80	MANAGER DIVISION OF EMS	\$59,089.66	9.8%	\$72,840.85	22.7%	\$86,192.03	30.5%	46.5%	2.0
81	MANAGER NETWORK & TELECOMMUNICATIONS	\$56,609.41	25.2%	\$72,715.65	33.7%	\$88,821.89	38.6%	57.1%	3.0
82	MANAGER OF BUDGET	\$65,561.35	-	\$83,103.18	-	\$100,645.00	-	53.7%	3.0
83	MANAGER OF BUDGET AND CONTRACTS	\$60,448.98	7.5%	\$64,982.65	33.6%	\$69,516.33	51.1%	15.0%	1.0
84	MANAGER OF CAPITAL PROJECTS	\$66,214.74	-1.6%	\$81,650.55	11.1%	\$97,086.35	18.8%	46.8%	5.0
85	MANAGER OF FACILITIES	\$61,228.58	-16.4%	\$77,344.99	-6.2%	\$93,461.40	0.0%	52.7%	5.0
86	MANAGER OF FINANCE	\$75,217.74	-59.9%	\$97,295.65	-59.5%	\$119,373.55	-59.2%	59.1%	6.0
87	MANAGER OF FLEET	\$63,710.94	2.2%	\$78,004.11	15.6%	\$92,297.28	23.8%	45.4%	6.0
88	MANAGER OF HUMAN RESOURCES I	\$63,137.35	-8.2%	\$80,464.62	1.2%	\$97,791.89	6.8%	55.3%	5.0
89	MANAGER OF RISK	\$72,140.49	-10.2%	\$89,503.15	1.9%	\$106,865.80	9.3%	48.2%	5.0
90	MANAGER OF SAFETY	\$72,971.48	-22.6%	\$92,486.00	-12.7%	\$112,000.53	-6.7%	53.7%	5.0
91	MASTER DEPUTY	\$45,155.71	-7.3%	\$58,441.59	-6.9%	\$71,727.46	-6.6%	59.1%	4.0
92	MEDIA PRODUCTION SPECIALIST	\$49,936.86	-	\$64,080.89	-	\$78,224.92	-	57.0%	3.0
93	OFFICE MANAGER (CASA)	\$43,320.18	-20.0%	\$54,851.05	-17.4%	\$66,381.92	-15.7%	53.5%	8.0
94	PARALEGAL	\$42,279.18	-7.3%	\$53,236.21	-4.1%	\$64,193.24	-2.1%	52.0%	10.0
95	PARAMEDIC	\$45,892.95	-6.0%	\$57,152.41	-1.7%	\$68,411.88	1.1%	49.4%	7.0
96	PAYROLL CLERK	\$30,977.11	14.3%	\$37,945.40	20.2%	\$44,913.69	24.0%	45.0%	1.0
97	PAYROLL SPECIALIST	\$41,413.55	4.3%	\$50,395.10	10.9%	\$59,376.65	15.2%	43.7%	4.0
98	PD ATTORNEY I	\$86,037.59	-49.4%	\$107,547.60	-38.7%	\$129,057.60	-32.0%	50.0%	1.0
99	PERSONNEL SPECIALIST	\$37,664.17	-5.3%	\$46,121.94	0.7%	\$54,579.71	4.6%	44.9%	1.0
100	PLANS EXAMINER	\$46,468.00	6.2%	\$58,247.68	17.3%	\$70,027.36	23.9%	51.0%	9.0
101	PLUMBER	\$39,110.04	10.0%	\$48,864.63	14.0%	\$58,619.23	16.5%	50.1%	4.0
102	PRETREATMENT/LABORATORY COORDI	\$45,257.60	-4.6%	\$54,237.34	3.6%	\$63,217.08	9.0%	40.1%	5.0
103	PROBATE JUDGE	\$88,652.59	-	\$110,736.18	-	\$132,819.77	-	50.5%	4.0
104	PROGRAMMER/ANALYST I	\$65,787.65	-34.6%	\$78,089.81	-18.4%	\$90,391.97	-8.0%	37.4%	4.0
105	PROJECT MANAGER	\$63,509.19	13.9%	\$80,054.52	24.3%	\$96,599.85	30.5%	52.4%	7.0
106	PUBLIC INFORMATION COORDINATOR	\$60,179.38	-42.0%	\$75,416.64	-38.4%	\$90,653.89	-36.2%	50.9%	10.0
107	RECORDS SPECIALIST	\$31,331.93	9.2%	\$39,696.41	2.7%	\$48,060.90	-1.7%	53.6%	8.0
108	RECYCLING COORDINATOR	\$42,562.85	-8.0%	\$51,220.01	-0.2%	\$59,877.18	4.9%	40.9%	4.0
109	RESEARCH ANALYST	\$36,221.54	20.7%	\$44,432.80	26.4%	\$52,644.05	30.2%	45.2%	2.0
110	SAFETY COMPLIANCE OFFICER	\$49,185.96	-9.8%	\$63,221.16	-8.7%	\$77,256.36	-8.0%	57.2%	5.0
111	SENIOR ACCOUNT TECHNICIAN	\$49,607.70	-36.3%	\$58,748.84	-30.6%	\$67,889.99	-26.6%	37.1%	4.0
112	SPECIAL PROJECTS COORDINATOR	\$40,691.18	-13.0%	\$49,848.28	-7.1%	\$59,005.38	-3.2%	45.0%	3.0
113	SR DEVELOPER GIS	\$60,402.63	7.6%	\$70,213.99	26.0%	\$80,025.36	37.8%	33.3%	2.0
114	SR PROGRAMMER ANALYST	\$65,841.66	-1.1%	\$75,426.10	18.9%	\$85,010.53	31.9%	29.3%	2.0
115	SR. ACCOUNTANT	\$57,560.74	-21.5%	\$68,663.02	-5.6%	\$79,765.29	4.5%	38.8%	6.0
116	SUPERINTENDENT - WASTEWATER TREATMENT	\$64,503.99	-10.3%	\$77,246.68	5.3%	\$89,989.37	15.1%	39.6%	3.0
117	SUPERINTENDENT OF MAINTENANCE	\$54,278.49	6.9%	\$67,846.32	18.2%	\$81,414.15	25.0%	50.2%	7.0
118	SUPERVISOR OF COMMUNICATIONS	\$45,482.47	-2.0%	\$57,985.05	0.0%	\$70,487.64	1.2%	55.0%	1.0
119	SUPERVISOR OF CONSTRUCTION	\$52,947.66	-10.7%	\$65,056.19	-5.1%	\$77,164.71	-1.4%	45.8%	5.0
120	SUPERVISOR OF ELECTRICIAN	\$43,663.34	12.5%	\$46,938.09	38.4%	\$50,212.84	55.8%	15.0%	1.0
121	SUPERVISOR OF GROUNDS	\$42,019.14	2.9%	\$53,762.07	4.4%	\$65,505.01	5.5%	56.0%	3.0
122	SUPERVISOR OF RECORDS	\$45,378.66	-20.7%	\$56,402.87	-16.3%	\$67,427.08	-13.4%	49.1%	5.0
123	SYSTEMS ANALYST GIS	\$48,450.37	6.9%	\$60,432.11	18.4%	\$72,413.85	25.4%	49.6%	9.0
124	TAX CLERK	\$31,941.63	7.3%	\$40,676.32	-5.1%	\$49,411.01	-14.0%	55.0%	4.0
125	UTILITIES COORDINATOR II	\$51,390.84	-17.2%	\$62,085.65	-9.9%	\$72,780.46	-5.1%	41.6%	2.0
126	VETERANS AFFAIRS OFFICER	\$59,322.82	-	\$76,109.36	-	\$92,895.91	-	57.0%	5.0
127	VICTIM ASSISTANCE ADVOCATE	\$42,558.50	-17.4%	\$52,522.05	-12.3%	\$62,485.60	-8.9%	47.0%	14.0
128	ZONING ADMINISTRATOR	\$57,727.79	0.8%	\$71,270.75	13.3%	\$84,813.72	21.0%	47.1%	6.0
	Overall Average		-6.6%		0.1%		4.4%	49.4%	5.4
	Outliers Removed*		-4.6%		0.9%		4.4%		



4.2 SALARY SURVEY RESULTS

Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the County is currently 4.6 percent below the market average minimum, when considering positions with sufficient responses. The County's benchmark positions ranged from 59.9 percent below to 33.6 percent above the market minimum.

The following are summary points of the results analysis concerning the market minimum:

- Of the 74 positions receiving sufficient response, 48 were below market, averaging 13.7 percent below. These 48 classifications represent roughly 65 percent of all surveyed positions receiving sufficient response.
- Of the 48 positions below market, 13 were more than 20.0 percent below the average market minimum. These positions are displayed in **Exhibit 4D**.

EXHIBIT 4D
CLASSIFICATIONS MORE THAN 20% BELOW THE MINIMUM

Classification	Difference
ACCOUNTANT I	-30.1%
COUNTY ENGINEER	-28.4%
DEPUTY CLERK OF COURT	-26.3%
DEPUTY SHERIFF	-53.7%
GIS MANAGER	-38.6%
GRANTS COORDINATOR	-26.9%
HELPDESK SPECIALIST	-26.4%
MANAGER OF FINANCE	-59.9%
MANAGER OF SAFETY	-22.6%
OFFICE MANAGER (CASA)	-20.0%
PUBLIC INFORMATION COORDINATOR	-42.0%
SR. ACCOUNTANT	-21.5%
SUPERVISOR OF RECORDS	-20.7%



- Of the 48 positions receiving sufficient response, 24 were above market, averaging 10.6 percent above. These classifications represent approximately 32 percent of all surveyed positions.
- Of those 24 positions, 4 were more than 20.0 percent above market minimum average. The Building Custodian’s inclusion below may be a product of the County’s minimum salary increase for full-time positions to \$16.52 per hour. The positions 20.0 percent above are displayed in **Exhibit 4E**.

**EXHIBIT 4E
CLASSIFICATIONS MORE THAN 20% ABOVE THE MINIMUM**

Classification	Difference
BUILDING CUSTODIAN	26.6%
DIRECTOR OF EMERGENCY SERVICES	33.6%
DIRECTOR OF FINANCE	26.4%
ELECTION SYSTEMS COORDINATOR	20.5%

Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the County is currently 0.9 percent above the market midpoint.

Analysis of the market midpoint comparisons yielded the following information:

- With respect to the midpoint average, 36 of the surveyed positions receiving sufficient response were below the market midpoint, averaging 14.6 percent below. These 36 positions represent 49 percent of the positions surveyed.
- Of the 36 positions below the market midpoint, 9 were more than 20.0 percent below the midpoint. These positions are displayed in **Exhibit 4F**.



EXHIBIT 4F
CLASSIFICATIONS MORE THAN 20% BELOW THE MIDPOINT

Classification	Difference
ACCOUNTANT I	-30.7%
DEPUTY CLERK OF COURT	-21.7%
DEPUTY SHERIFF	-48.2%
EVIDENCE TECHNICIAN	-30.3%
GIS MANAGER	-32.9%
GRANTS COORDINATOR	-24.4%
HELPPDESK SPECIALIST	-21.0%
MANAGER OF FINANCE	-59.5%
PUBLIC INFORMATION COORDINATOR	-38.4%

- Of the 74 positions receiving sufficient response, 35 were above the market midpoint. These comprise 47 percent of the total classifications surveyed.
- 8 positions were more than 20.0 percent above the market midpoint. That positions are displayed in **Exhibit 4G**.

EXHIBIT 4G
CLASSIFICATIONS MORE THAN 20% ABOVE THE MIDPOINT

Classification	Difference
BUILDING CUSTODIAN	20.9%
COUNTY ATTORNEY	28.1%
DEPUTY TREASURER	26.2%
DIRECTOR OF EMERGENCY SERVICES	43.7%
DIRECTOR OF FINANCE	38.4%
DIRECTOR OF HR & TITLE VI COMP	28.4%
ELECTION SYSTEMS COORDINATOR	36.4%
PROJECT MANAGER	24.3%

Market Maximums

The pay range maximum averages, and how they compare to the County's, are also detailed in **Exhibit 4C**. The County is, on average, 4.4 percent above the market at the maximum of its salary bands for these 74 classifications.



The following points are regarding the County's position relative to the market average maximum:

- At the market maximum, 32 of the positions fell below the average, averaging 14.5 percent below. These 32 positions represent 43 percent of the total number of positions surveyed.
- Of these 32, 7 fell more than 20.0 percent below the market maximum. These 7 positions are displayed in **Exhibit 4H**.

**EXHIBIT 4H
CLASSIFICATIONS MORE THAN 20% BELOW THE MAXIMUM**

Classification	Difference
ACCOUNTANT I	-31.1%
DEPUTY SHERIFF	-44.5%
EVIDENCE TECHNICIAN	-38.5%
GIS MANAGER	-29.6%
GRANTS COORDINATOR	-22.8%
MANAGER OF FINANCE	-59.2%
PUBLIC INFORMATION COORDINATOR	-36.2%

- Of the 74 surveyed positions receiving sufficient response, 39 were above the market maximum. These 39 positions represent 53 percent of the total number of positions surveyed.
- Of the 39 above average positions, 14 of them were more than 20.0 percent above the market maximum. The positions are displayed in **Exhibit 4I**.



EXHIBIT 4I
CLASSIFICATIONS MORE THAN 20% ABOVE THE MAXIMUM

Classification	Difference
COUNTY ATTORNEY	34.7%
DEPUTY AUDITOR	21.3%
DEPUTY TREASURER	32.7%
DIRECTOR OF EMERGENCY SERVICES	49.7%
DIRECTOR OF FINANCE	45.7%
DIRECTOR OF HR & TITLE VI COMP	34.7%
ELECTION SYSTEMS COORDINATOR	46.3%
MAINTENANCE MECHANIC	21.3%
MANAGER OF FLEET	23.8%
PLANS EXAMINER	23.9%
PROJECT MANAGER	30.5%
SUPERINTENDENT OF MAINTENANCE	25.0%
SYSTEMS ANALYST GIS	25.4%
ZONING ADMINISTRATOR	21.0%

4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- The County is approximately 4.6 percent below the market minimum.
- The County is approximately 0.9 percent above the market midpoint.
- The County is approximately 4.4 percent above the market maximum.
- The County’s pay range spread is approximately 67 percent, while its peers’ pay range spread is only 49 percent. That means that while the County’s salary scale is wider than its peers. As a result, even though the County is slightly below the average compared to the market at the minimum, because it has a wider spread it catches up to its peers at the higher end of the spectrum and surpasses the market by a few percentage points at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen. By establishing the County’s market position relative to its peers, Evergreen is better able to propose recommendations that enable the County to occupy its desired competitive position.



Chapter 5 - Recommendations

After reviewing the information provided in the preceding sections of this report, Evergreen developed recommendations to improve the County's current classification and compensation system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into three sections: classification, compensation, and administration of the system.

5.1 CLASSIFICATION RECOMMENDATIONS

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the County's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) process. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the County's classifications. Evergreen reviewed the data provided in the JATs and used the information as the basis for classification recommendations.

FINDING

The classification system being utilized by the County was generally accurate, and titles described the work being performed by employees. However, many of the class titles were long and contained too much information. Evergreen provided recommendations on the consolidation of class titles to help streamline the classification system. Very few other changes were recommended.

RECOMMENDATION 1: Update existing class description to reflect and review all updated descriptions for FLSA status.

In conjunction with the County making the proposed title changes, Evergreen will provide the County with updated classification descriptions to ensure that they accurately reflect the work being carried out by employees. These are being provided under separate cover. Upon completion and approval of the proposed class descriptions, Evergreen will further

recommend an updated FLSA status for the roles based on the new, updated content contained within the description.

RECOMMENDATION 2: Initiate a policy of annual review of all job descriptions to maintain accuracy and review for potential changes to FLSA status.

Best practice dictates a regularly scheduled review of all job descriptions. Typically, the ideal time to review job descriptions is during an annual performance review period. Not only will employees be able to reflect on their past performance, but notate changes, and create new goals based on the updated job description.

5.2 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the County's compensation for selected benchmark classifications was compared to average compensation offered in the market the County competes for employees in. The external assessment consisted of comparing the County against its peer institutions and organizations within its market and revealed that the County is currently lagging the market at the beginning of range spreads but catch up at the end of the pay ranges.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the County's employees in their classifications was reviewed and analyzed. Specifically, a composite score was assigned to each of the County's classifications that quantified the classification's level of five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

FINDING

While the County currently maintains an organized and defined overall pay plan, Evergreen found that given the current structure of the pay plan and employees current position in the plan, transitioning to a step plan would be the most appropriate structure moving forward.

RECOMMENDATION 3: Adopt a new, market responsive compensation structure and assign all positions to it equitably.

Evergreen created a new pay plan, for general employees that contains 30 pay grades with range spreads just below 60%. The step plan, due to the targeted 30 year parity has 20 step to allow a more similar progression and each step increases by 2.5%. This new 60% range spread is much closer to the ranges seen within the market and allows for more flexible hiring and distribution through the salary ranges (**Exhibit 5-1**).



**EXHIBIT 5-1
PROPOSED PAY PLAN**

Range Spread	Grade	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
59.87%	101	\$ 33,150.00	\$ 53,040.00	\$ 33,150.00	\$ 33,978.75	\$ 34,828.22	\$ 35,698.92	\$ 36,591.40	\$ 37,506.18	\$ 38,443.84	\$ 39,404.93	\$ 40,390.06	\$ 41,399.81
59.87%	102	\$ 34,807.50	\$ 55,692.00	\$ 34,807.50	\$ 35,677.69	\$ 36,569.63	\$ 37,483.87	\$ 38,420.97	\$ 39,381.49	\$ 40,366.03	\$ 41,375.18	\$ 42,409.56	\$ 43,469.80
59.87%	103	\$ 36,547.88	\$ 58,476.60	\$ 36,547.88	\$ 37,461.57	\$ 38,398.11	\$ 39,358.06	\$ 40,342.02	\$ 41,350.57	\$ 42,384.33	\$ 43,443.94	\$ 44,530.04	\$ 45,643.29
59.87%	104	\$ 38,375.27	\$ 61,400.43	\$ 38,375.27	\$ 39,334.65	\$ 40,318.02	\$ 41,325.97	\$ 42,359.12	\$ 43,418.09	\$ 44,503.55	\$ 45,616.14	\$ 46,756.54	\$ 47,925.45
59.87%	105	\$ 40,294.03	\$ 64,470.45	\$ 40,294.03	\$ 41,301.38	\$ 42,333.92	\$ 43,392.27	\$ 44,477.07	\$ 45,589.00	\$ 46,728.72	\$ 47,896.94	\$ 49,094.37	\$ 50,321.72
59.87%	106	\$ 42,308.73	\$ 67,693.97	\$ 42,308.73	\$ 43,366.45	\$ 44,450.61	\$ 45,561.88	\$ 46,700.93	\$ 47,868.45	\$ 49,065.16	\$ 50,291.79	\$ 51,549.08	\$ 52,837.81
59.87%	107	\$ 44,424.17	\$ 71,078.67	\$ 44,424.17	\$ 45,534.77	\$ 46,673.14	\$ 47,839.97	\$ 49,035.97	\$ 50,261.87	\$ 51,518.42	\$ 52,806.38	\$ 54,126.54	\$ 55,479.70
59.87%	108	\$ 46,645.38	\$ 74,632.61	\$ 46,645.38	\$ 47,811.51	\$ 49,006.80	\$ 50,231.97	\$ 51,487.77	\$ 52,774.96	\$ 54,094.34	\$ 55,446.70	\$ 56,832.86	\$ 58,253.69
59.87%	109	\$ 48,977.65	\$ 78,364.24	\$ 48,977.65	\$ 50,202.09	\$ 51,457.14	\$ 52,743.57	\$ 54,062.16	\$ 55,413.71	\$ 56,799.06	\$ 58,219.03	\$ 59,674.51	\$ 61,166.37
59.87%	110	\$ 51,426.53	\$ 82,282.45	\$ 51,426.53	\$ 52,712.19	\$ 54,030.00	\$ 55,380.75	\$ 56,765.27	\$ 58,184.40	\$ 59,639.01	\$ 61,129.98	\$ 62,658.23	\$ 64,224.69
59.87%	111	\$ 53,997.86	\$ 86,396.57	\$ 53,997.86	\$ 55,347.80	\$ 56,731.50	\$ 58,149.79	\$ 59,603.53	\$ 61,093.62	\$ 62,620.96	\$ 64,186.48	\$ 65,791.15	\$ 67,435.92
59.87%	112	\$ 56,697.75	\$ 90,716.40	\$ 56,697.75	\$ 58,115.19	\$ 59,568.07	\$ 61,057.28	\$ 62,583.71	\$ 64,148.30	\$ 65,752.01	\$ 67,395.81	\$ 69,080.70	\$ 70,807.72
59.87%	113	\$ 59,532.64	\$ 95,252.22	\$ 59,532.64	\$ 61,020.95	\$ 62,546.48	\$ 64,110.14	\$ 65,712.89	\$ 67,355.71	\$ 69,039.61	\$ 70,765.60	\$ 72,534.74	\$ 74,348.11
59.87%	114	\$ 62,509.27	\$ 100,014.83	\$ 62,509.27	\$ 64,072.00	\$ 65,673.80	\$ 67,315.65	\$ 68,998.54	\$ 70,723.50	\$ 72,491.59	\$ 74,303.88	\$ 76,161.47	\$ 78,065.51
59.87%	115	\$ 65,634.73	\$ 105,015.57	\$ 65,634.73	\$ 67,275.60	\$ 68,957.49	\$ 70,681.43	\$ 72,448.46	\$ 74,259.68	\$ 76,116.17	\$ 78,019.07	\$ 79,969.55	\$ 81,968.79
59.87%	116	\$ 68,916.47	\$ 110,266.35	\$ 68,916.47	\$ 70,639.38	\$ 72,405.37	\$ 74,215.50	\$ 76,070.89	\$ 77,972.66	\$ 79,921.98	\$ 81,920.03	\$ 83,968.03	\$ 86,067.23
59.87%	117	\$ 72,362.29	\$ 115,779.67	\$ 72,362.29	\$ 74,171.35	\$ 76,025.63	\$ 77,926.27	\$ 79,874.43	\$ 81,871.29	\$ 83,918.07	\$ 86,016.03	\$ 88,166.43	\$ 90,370.59
59.87%	118	\$ 75,980.41	\$ 121,568.65	\$ 75,980.41	\$ 77,879.92	\$ 79,826.92	\$ 81,822.59	\$ 83,868.15	\$ 85,964.86	\$ 88,113.98	\$ 90,316.83	\$ 92,574.75	\$ 94,889.12
59.87%	119	\$ 79,779.43	\$ 127,647.08	\$ 79,779.43	\$ 81,773.91	\$ 83,818.26	\$ 85,913.72	\$ 88,061.56	\$ 90,263.10	\$ 92,519.68	\$ 94,832.67	\$ 97,203.49	\$ 99,633.57
59.87%	120	\$ 83,768.40	\$ 134,029.44	\$ 83,768.40	\$ 85,862.61	\$ 88,009.17	\$ 90,209.40	\$ 92,464.64	\$ 94,776.25	\$ 97,145.66	\$ 99,574.30	\$ 102,063.66	\$ 104,615.25
59.87%	121	\$ 87,956.82	\$ 140,730.91	\$ 87,956.82	\$ 90,155.74	\$ 92,409.63	\$ 94,719.87	\$ 97,087.87	\$ 99,515.07	\$ 102,002.94	\$ 104,553.02	\$ 107,166.84	\$ 109,846.01
59.87%	122	\$ 92,354.66	\$ 147,767.46	\$ 92,354.66	\$ 94,663.53	\$ 97,030.11	\$ 99,455.87	\$ 101,942.26	\$ 104,490.82	\$ 107,103.09	\$ 109,780.67	\$ 112,525.19	\$ 115,338.31
59.87%	123	\$ 96,972.39	\$ 155,155.83	\$ 96,972.39	\$ 99,396.70	\$ 101,881.62	\$ 104,428.66	\$ 107,039.38	\$ 109,715.36	\$ 112,458.25	\$ 115,269.70	\$ 118,151.44	\$ 121,105.23
59.87%	124	\$ 101,821.01	\$ 162,913.62	\$ 101,821.01	\$ 104,366.54	\$ 106,975.70	\$ 109,650.09	\$ 112,391.35	\$ 115,201.13	\$ 118,081.16	\$ 121,033.19	\$ 124,059.02	\$ 127,160.49
59.87%	125	\$ 106,912.06	\$ 171,059.30	\$ 106,912.06	\$ 109,584.86	\$ 112,324.49	\$ 115,132.60	\$ 118,010.91	\$ 120,961.19	\$ 123,985.22	\$ 127,084.85	\$ 130,261.97	\$ 133,518.52
59.87%	126	\$ 112,257.67	\$ 179,612.27	\$ 112,257.67	\$ 115,064.11	\$ 117,940.71	\$ 120,889.23	\$ 123,911.46	\$ 127,009.25	\$ 130,184.48	\$ 133,439.09	\$ 136,775.07	\$ 140,194.44
59.87%	127	\$ 117,870.55	\$ 188,592.88	\$ 117,870.55	\$ 120,817.31	\$ 123,837.75	\$ 126,933.69	\$ 130,107.03	\$ 133,359.71	\$ 136,693.70	\$ 140,111.04	\$ 143,613.82	\$ 147,204.16
59.87%	128	\$ 123,764.08	\$ 198,022.52	\$ 123,764.08	\$ 126,858.18	\$ 130,029.63	\$ 133,280.37	\$ 136,612.38	\$ 140,027.69	\$ 143,528.39	\$ 147,116.60	\$ 150,794.51	\$ 154,564.37
59.87%	129	\$ 129,952.28	\$ 207,923.65	\$ 129,952.28	\$ 133,201.09	\$ 136,531.12	\$ 139,944.39	\$ 143,443.00	\$ 147,029.08	\$ 150,704.80	\$ 154,472.43	\$ 158,334.24	\$ 162,292.59
59.87%	130	\$ 136,449.89	\$ 218,319.83	\$ 136,449.89	\$ 139,861.14	\$ 143,357.67	\$ 146,941.61	\$ 150,615.15	\$ 154,380.53	\$ 158,240.05	\$ 162,196.05	\$ 166,250.95	\$ 170,407.22
	UNG	-	-	-	-	-	-	-	-	-	-	-	-



**EXHIBIT 5-1 (CONTINUED)
PROPOSED PAY PLAN**

Range Spread	Grade	Minimum	Maximum	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
59.87%	101	\$ 33,150.00	\$ 53,040.00	\$ 42,434.80	\$ 43,495.67	\$ 44,583.06	\$ 45,697.64	\$ 46,840.08	\$ 48,011.08	\$ 49,211.36	\$ 50,441.65	\$ 51,702.69	\$ 52,995.25
59.87%	102	\$ 34,807.50	\$ 55,692.00	\$ 44,556.54	\$ 45,670.46	\$ 46,812.22	\$ 47,982.52	\$ 49,182.09	\$ 50,411.64	\$ 51,671.93	\$ 52,963.73	\$ 54,287.82	\$ 55,645.02
59.87%	103	\$ 36,547.88	\$ 58,476.60	\$ 46,784.37	\$ 47,953.98	\$ 49,152.83	\$ 50,381.65	\$ 51,641.19	\$ 52,932.22	\$ 54,255.53	\$ 55,611.91	\$ 57,002.21	\$ 58,427.27
59.87%	104	\$ 38,375.27	\$ 61,400.43	\$ 49,123.59	\$ 50,351.68	\$ 51,610.47	\$ 52,900.73	\$ 54,223.25	\$ 55,578.83	\$ 56,968.30	\$ 58,392.51	\$ 59,852.32	\$ 61,348.63
59.87%	105	\$ 40,294.03	\$ 64,470.45	\$ 51,579.77	\$ 52,869.26	\$ 54,190.99	\$ 55,545.77	\$ 56,934.41	\$ 58,357.77	\$ 59,816.72	\$ 61,312.14	\$ 62,844.94	\$ 64,416.06
59.87%	106	\$ 42,308.73	\$ 67,693.97	\$ 54,158.76	\$ 55,512.73	\$ 56,900.54	\$ 58,323.06	\$ 59,781.13	\$ 61,275.66	\$ 62,807.55	\$ 64,377.74	\$ 65,987.19	\$ 67,636.87
59.87%	107	\$ 44,424.17	\$ 71,078.67	\$ 56,866.69	\$ 58,288.36	\$ 59,745.57	\$ 61,239.21	\$ 62,770.19	\$ 64,339.44	\$ 65,947.93	\$ 67,596.63	\$ 69,286.54	\$ 71,018.71
59.87%	108	\$ 46,645.38	\$ 74,632.61	\$ 59,710.03	\$ 61,202.78	\$ 62,732.85	\$ 64,301.17	\$ 65,908.70	\$ 67,556.42	\$ 69,245.33	\$ 70,976.46	\$ 72,750.87	\$ 74,569.64
59.87%	109	\$ 48,977.65	\$ 78,364.24	\$ 62,695.53	\$ 64,262.92	\$ 65,869.49	\$ 67,516.23	\$ 69,204.13	\$ 70,934.24	\$ 72,707.59	\$ 74,525.28	\$ 76,388.42	\$ 78,298.13
59.87%	110	\$ 51,426.53	\$ 82,282.45	\$ 65,830.31	\$ 67,476.06	\$ 69,162.97	\$ 70,892.04	\$ 72,664.34	\$ 74,480.95	\$ 76,342.97	\$ 78,251.55	\$ 80,207.84	\$ 82,213.03
59.87%	111	\$ 53,997.86	\$ 86,396.57	\$ 69,121.82	\$ 70,849.87	\$ 72,621.11	\$ 74,436.64	\$ 76,297.56	\$ 78,205.00	\$ 80,160.12	\$ 82,164.13	\$ 84,218.23	\$ 86,323.68
59.87%	112	\$ 56,697.75	\$ 90,716.40	\$ 72,577.91	\$ 74,392.36	\$ 76,252.17	\$ 78,158.47	\$ 80,112.44	\$ 82,115.25	\$ 84,168.13	\$ 86,272.33	\$ 88,429.14	\$ 90,639.87
59.87%	113	\$ 59,532.64	\$ 95,252.22	\$ 76,206.81	\$ 78,111.98	\$ 80,064.78	\$ 82,066.40	\$ 84,118.06	\$ 86,221.01	\$ 88,376.53	\$ 90,585.95	\$ 92,850.60	\$ 95,171.86
59.87%	114	\$ 62,509.27	\$ 100,014.83	\$ 80,017.15	\$ 82,017.58	\$ 84,068.02	\$ 86,169.72	\$ 88,323.96	\$ 90,532.06	\$ 92,795.36	\$ 95,115.25	\$ 97,493.13	\$ 99,930.45
59.87%	115	\$ 65,634.73	\$ 105,015.57	\$ 84,018.01	\$ 86,118.46	\$ 88,271.42	\$ 90,478.20	\$ 92,740.16	\$ 95,058.66	\$ 97,435.13	\$ 99,871.01	\$ 102,367.78	\$ 104,926.98
59.87%	116	\$ 68,916.47	\$ 110,266.35	\$ 88,218.91	\$ 90,424.38	\$ 92,684.99	\$ 95,002.11	\$ 97,377.17	\$ 99,811.60	\$ 102,306.89	\$ 104,864.56	\$ 107,486.17	\$ 110,173.33
59.87%	117	\$ 72,362.29	\$ 115,779.67	\$ 92,629.85	\$ 94,945.60	\$ 97,319.24	\$ 99,752.22	\$ 102,246.03	\$ 104,802.18	\$ 107,422.23	\$ 110,107.79	\$ 112,860.48	\$ 115,681.99
59.87%	118	\$ 75,980.41	\$ 121,568.65	\$ 97,261.34	\$ 99,692.88	\$ 102,185.20	\$ 104,739.83	\$ 107,358.33	\$ 110,042.28	\$ 112,793.34	\$ 115,613.18	\$ 118,503.50	\$ 121,466.09
59.87%	119	\$ 79,779.43	\$ 127,647.08	\$ 102,124.41	\$ 104,677.52	\$ 107,294.46	\$ 109,976.82	\$ 112,726.24	\$ 115,544.40	\$ 118,433.01	\$ 121,393.83	\$ 124,428.68	\$ 127,539.40
59.87%	120	\$ 83,768.40	\$ 134,029.44	\$ 107,230.63	\$ 109,911.40	\$ 112,659.18	\$ 115,475.66	\$ 118,362.55	\$ 121,321.62	\$ 124,354.66	\$ 127,463.53	\$ 130,650.11	\$ 133,916.37
59.87%	121	\$ 87,956.82	\$ 140,730.91	\$ 112,592.16	\$ 115,406.97	\$ 118,292.14	\$ 121,249.45	\$ 124,280.68	\$ 127,387.70	\$ 130,572.39	\$ 133,836.70	\$ 137,182.62	\$ 140,612.18
59.87%	122	\$ 92,354.66	\$ 147,767.46	\$ 118,221.77	\$ 121,177.32	\$ 124,206.75	\$ 127,311.92	\$ 130,494.72	\$ 133,757.08	\$ 137,101.01	\$ 140,528.54	\$ 144,041.75	\$ 147,642.79
59.87%	123	\$ 96,972.39	\$ 155,155.83	\$ 124,132.86	\$ 127,236.18	\$ 130,417.09	\$ 133,677.51	\$ 137,019.45	\$ 140,444.94	\$ 143,956.06	\$ 147,554.96	\$ 151,243.84	\$ 155,024.93
59.87%	124	\$ 101,821.01	\$ 162,913.62	\$ 130,339.50	\$ 133,597.99	\$ 136,937.94	\$ 140,361.39	\$ 143,870.43	\$ 147,467.19	\$ 151,153.87	\$ 154,932.71	\$ 158,806.03	\$ 162,776.18
59.87%	125	\$ 106,912.06	\$ 171,059.30	\$ 136,856.48	\$ 140,277.89	\$ 143,784.84	\$ 147,379.46	\$ 151,063.95	\$ 154,840.55	\$ 158,711.56	\$ 162,679.35	\$ 166,746.33	\$ 170,914.99
59.87%	126	\$ 112,257.67	\$ 179,612.27	\$ 143,699.30	\$ 147,291.79	\$ 150,974.08	\$ 154,748.43	\$ 158,617.14	\$ 162,582.57	\$ 166,647.14	\$ 170,813.31	\$ 175,083.65	\$ 179,460.74
59.87%	127	\$ 117,870.55	\$ 188,592.88	\$ 150,884.27	\$ 154,656.38	\$ 158,522.78	\$ 162,485.85	\$ 166,548.00	\$ 170,711.70	\$ 174,979.49	\$ 179,353.98	\$ 183,837.83	\$ 188,433.78
59.87%	128	\$ 123,764.08	\$ 198,022.52	\$ 158,428.48	\$ 162,389.19	\$ 166,448.92	\$ 170,610.15	\$ 174,875.40	\$ 179,247.29	\$ 183,728.47	\$ 188,321.68	\$ 193,029.72	\$ 197,855.46
59.87%	129	\$ 129,952.28	\$ 207,923.65	\$ 166,349.91	\$ 170,508.65	\$ 174,771.37	\$ 179,140.65	\$ 183,619.17	\$ 188,209.65	\$ 192,914.89	\$ 197,737.76	\$ 202,681.21	\$ 207,748.24
59.87%	130	\$ 136,449.89	\$ 218,319.83	\$ 174,667.40	\$ 179,034.09	\$ 183,509.94	\$ 188,097.69	\$ 192,800.13	\$ 197,620.13	\$ 202,560.64	\$ 207,624.65	\$ 212,815.27	\$ 218,135.65
	UNG	-	-	-	-	-	-	-	-	-	-	-	-

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the overall plan. To determine what pay grade each position was assigned, Evergreen used the following factors: the results of the JAT analysis, the results of the market study, as well as consideration for both existing and newly created internal relationships between classifications. Assigning pay grades to classifications requires a balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process.

RECOMMENDATION 4: Evergreen recommends providing all employees with a 4% Minimum adjustment (COLA) not to exceed an employee’s maximum of their range.

In trying to keep up with the market and not realign internal structures too drastically, Evergreen recommends providing all employees with a 4% minimum adjustment (COLA) to move them further along in their salary ranges, and to match the movement of the market. The total cost of this is **\$4,209,188.46**

RECOMMENDATION 5: Evergreen recommends the County adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the institution.

The second step in implementing the proposed structure is then to transition employee salaries into their new recommended pay ranges. This step can be done via a variety of methods, each with their own strengths and drawbacks, however, after discussion with County leadership, Evergreen recommends that the institution pursue implementing the following transition methodology:

30-Year Class Parity

This option consists of placing employees into their proposed pay ranges based on how long employees have been with the County. The parity effectively divides the pay range into 30 equal segments, where each segment represents a year of class time. Additionally, employees are given partial credit for anytime they have spent at the County outside of their current classification at half credit. For example, an employee who has been in their classification for 5 years, but had 25 years with the institution overall, would be placed in the first quartile of the range, due to their receiving 5 years of class time at straight credit. If an employee's current salary is higher than their class parity projected salary, no adjustment is made, and as such no salaries are decreased as part of this adjustment. This methodology seeks to realign employee salaries based on years in classification and can space out compressed employee salaries along the range based on this factor. However, this methodology does not account for past experience employees may have outside of the County. The estimated cost for this adjustment is **\$6,547,613.56** (6.9% of payroll) affecting a total of 1776 general employees. This includes the Cost of the 4% COLA. Considering the adjustment to wages, the total compensation impact (Including an additional estimated 28% due to benefits) the total compensation cost of implementation is **\$8,380,945.36**.

5.3 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION

Any organization's compensation and classification system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 6: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and adjust pay grade assignments if necessary.

While it is unlikely that the pay plan will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the County should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

RECOMMENDATION 7: Conduct a comprehensive classification and compensation study every three to five years.

While small-scale salary surveys can improve the market position of specific classifications, it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the County. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the County in a poor position for recruiting and retaining quality employees.

While the previous two recommendations intend to maintain the competitiveness over time of the classification and compensation structure as a whole, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

RECOMMENDATION 8: Revise policies and practices for moving employees' salaries through the pay plan, including procedures for determining salaries of newly hired employees and employees who have been promoted, demoted, or transferred to a different classification. Additionally, the County may want to move towards a performance-based merit raise for employees performing at higher levels of excellence.

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends largely on an organization's compensation philosophy. However, it is important for the County to have established guidelines for each of these situations, and that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

Salary Progression

As outlined above, Evergreen recommends County enact the second phase of implementing the new pay plan which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. While this major adjustment should be performed when the County has the financial resources to do so, the County should continue to adjust salaries annually when financially feasible. Based on the feedback from employees and County leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels.

- **Structural:** Adjustment to the ranges should be made annually and with the aim of adjusting for the changes in cost of living. Evergreen recommends the County tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure the County's pay ranges do not rapidly fall out of line with that of its peers; however, when conducting the small-scale surveys referenced above, the County should also collect pay plan movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.
- **Classification:** As a result of the market surveys, the County may identify classifications or job families that are experiencing considerable market movement and as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, if the County identifies classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the County is competitive for both recruiting new talent and retaining existing employees.



- Individual: To tie into the adjustment of the structure, Evergreen recommends the County adjust employee salaries annually for Cost-of-living adjustment (COLA). This adjustment would be done for all employees who receive a satisfactory performance evaluation, and the percentage adjustment would need to be roughly 1-2 percent more than the movement of the compensation structure in any given years, in order to allow for employee progression into the range. Moreover, based on the feedback from employees and the County's desire to recruit and retain a high-quality workforce, Evergreen recommends the County grant additional adjustment to employees who receive above average performance evaluations. The County should exercise a differentiated percentage for high performers that met the financial constraints of the budget while still providing a meaningful incentive for high performance.

New Hires

A new employee's starting salary largely depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. An upper limit to the percentage above the minimum that can be offered to a new employee with only the minimum requirements should be established, where approval is needed to offer a starting salary that is a higher percentage above minimum. Another threshold should be established as the maximum starting salary possible without approval for new employees with considerable experience and/or education above the requirements for the position. It is common for the midpoint to be used as the maximum starting salary for most classifications. Once the County has performed the initial implementation adjustment for current employee salaries, new employee starting salaries should take into consideration internal equity, meaning that new hires should be offered comparable salaries to existing employees in the classification with similar levels of education and experience.

RECOMMENDATION 9: Evergreen recommends the County adopt a hiring grid that aligns with its selected implementation methodology.

Dependent upon which route the County elects to transition employees into the new salary ranges, a hiring grid should be adopted that provides guidance about where new employee salaries should be set. The adoption of a new hiring grid should be done after an implementation methodology is selected to ensure alignment of salary placement between current employees and new hires, and to prevent new compression issues from arising both within classifications and departments, as well as throughout the County as a whole. Evergreen will work with the County's leadership team to develop a structure that aligns with any selected method of implementation.

Promotions/Demotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moves the salary into the new pay grade, and ensures internal equity in the new classification. It is common for organizations to establish a minimum percentage salary increase that depends on the increase in pay grade as a result of the promotion. Regardless



of the minimum percent increase, the employee's new salary should be within the new pay grade's range, and internal equity of salaries within the classification should be preserved.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as his or her current classification or when an employee's classification stays the same, but his or her department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if his or her current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

Critical Classifications

The County's human resources staff should assess all classifications each year to determine those that should be categorized as "critical" based on market data collected for that year and County turnover. In the full first year following the study, we recommend that the critical class supplement be ten percent for those found classifications with more than 30 percent turnover and/or a market rate percent difference of 20 percent or more (after accounting for the new salary range assignments). Furthermore, if adopted by the County, a critical class supplement could be increased to a larger percent of base pay. For example, if the County in the future experiences considerable competitive pressure in hiring candidates for a specific classification. Some of the pressure may relate to the pay ranges, but other factors such as the available supply of labor, compared to demand of experienced candidates may also be present. As a result, the base pay of the associated classification would be increased so long as the external market pressures remain prevalent.

RECOMMENDATION 10: Evergreen recommends the County implement a critical classification program and compensate those classifications that qualify ten percent above their current base rate of compensation.

5.4 SUMMARY

The County should be commended for its desire and commitment to provide competitive and fair compensation for its employees. The recommendations in this report establish a new competitive pay plan, externally and internally equitable classification titles and pay grade assignments, and system administration practices that will provide the County with a responsive compensation and classification system for years to come. While the upkeep of this recommended system will require concrete effort, the County will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is worth this commitment.



Department	Classification	Recommended Title	Current Pay Grade	Current Minimum	Current Midpoint	Current Maximum	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum	Minimum Range Change	
DETENTION CENTER	ACCOUNTANT I	ACCOUNTANT I	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	107	\$ 44,424.17	37.9%	\$ 57,751.42	42.7%	\$ 17,078.67
MASTER IN EQUITY	ACCOUNTANT I	ACCOUNTANT I	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	107	\$ 44,424.17	37.9%	\$ 57,751.42	42.7%	\$ 17,078.67
BUDGET	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
CLERK OF COURT	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
COMMUNITY PLANNING & DEVELOPE	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
FINANCE	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
FINANCE	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
TREASURER	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
SHERIFF	ACCOUNTANT II	ACCOUNTANT II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40
TREASURER	ACCOUNT SPECIALIST	ACCOUNTING SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
TREASURER	ACCOUNT TECHNICIAN	ACCOUNTING SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
TREASURER	ACCOUNT TECHNICIAN	ACCOUNTING SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
DETENTION CENTER	ACCOUNTING SPECIALIST	ACCOUNTING SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
CLERK OF COURT	ACCOUNTING SPECIALIST	ACCOUNTING SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
FINANCE	ACCOUNTS PAYABLE SPECIALIST	ACCOUNTS PAYABLE SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.45
SHERIFF	ACCOUNTS PAYABLE SPECIALIST	ACCOUNTS PAYABLE SPECIALIST	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.45
COMMUNITY PLANNING & DEVELOPE	ADDRESSING COORDINATING SPECIA	ADDRESSING COORDINATING SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
DETENTION CENTER	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
ANIMAL SERVICES	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
COMMUNITY PLANNING & DEVELOPE	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
CORONER	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
EMERGENCY MEDICAL SERVICES	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
LEGAL	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
OPERATIONAL SERVICES	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
PROBATE COURT	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
PUBLIC WORKS	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
SOLICITOR	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
COMMUNITY PLANNING & DEVELOPE	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
SHERIFF	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
DETENTION CENTER	SECRETARY	ADMINISTRATIVE ASSISTANT	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00
PROBATE COURT	SECRETARY	ADMINISTRATIVE ASSISTANT	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00
PUBLIC DEFENDER	SECRETARY	ADMINISTRATIVE ASSISTANT	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00
SOLICITOR	SECRETARY	ADMINISTRATIVE ASSISTANT	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00
COMMUNITY PLANNING & DEVELOPE	SECRETARY	ADMINISTRATIVE ASSISTANT	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00
ECONOMIC DEVELOPMENT	ADMINISTRATIVE COORDINATOR	ADMINISTRATIVE COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
PUBLIC WORKS	ADMINISTRATIVE COORDINATOR	ADMINISTRATIVE COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
RISK MANAGEMENT	ADMINISTRATIVE COORDINATOR	ADMINISTRATIVE COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
TRANSPORTATION PENNY	ADMINISTRATIVE COORDINATOR	ADMINISTRATIVE COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
VOTER REG/ELEC COMMISSION	ADMINISTRATIVE COORDINATOR	ADMINISTRATIVE COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
INFORMATION TECHNOLOGY	OFFICE ASSY/HELP DESK SUPPORT	ADMINISTRATIVE COORDINATOR	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	106	\$ 42,308.73	4.4%	\$ 55,001.35	4.4%	\$ 67,693.97
CLERK OF COURT	ADMINISTRATIVE DEPUTY CLERK	ADMINISTRATIVE DEPUTY CLERK	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	113	\$ 59,532.64	33.5%	\$ 77,392.43	33.5%	\$ 95,252.22
ANIMAL SERVICES	ANIMAL CARE OFFICER	ANIMAL CARE OFFICER	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60
CASA	ANTI-HUMAN TRAFFICKING PROJECT	ANTI-HUMAN TRAFFICKING PROJECT	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	107	\$ 44,424.17	9.6%	\$ 57,751.42	9.6%	\$ 71,078.67
COMMUNITY PLANNING & DEVELOPE	APPRaiser I	APPRaiser I	6	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	105	\$ 42,308.73	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45
COMMUNITY PLANNING & DEVELOPE	APPRaiser II	APPRaiser II	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97
COMMUNITY PLANNING & DEVELOPE	APPRaiser III	APPRaiser III	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61
COMMUNITY PLANNING & DEVELOPE	APPRaiser IV - COMMERCIAL	APPRaiser IV	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	109	\$ 48,977.65	9.8%	\$ 63,670.94	9.8%	\$ 78,364.24
COMMUNITY PLANNING & DEVELOPE	APPRaiser IV - RESIDENTIAL	APPRaiser IV	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	109	\$ 48,977.65	9.8%	\$ 63,670.94	9.8%	\$ 78,364.24
COMMUNITY PLANNING & DEVELOPE	APPRaiser V	APPRaiser V	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	115	\$ 65,321.51	31.2%	\$ 85,325.13	31.2%	\$ 105,915.57
EMERGENCY MEDICAL SERVICES	ARSON INVESTIGATOR	ARSON INVESTIGATOR	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	109	\$ 48,977.65	5.6%	\$ 63,670.94	1.9%	\$ 78,364.24
COMMUNITY PLANNING & DEVELOPE	ASSESSOR	ASSESSOR	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	26.6%	\$ 147,767.46
PUBLIC WORKS	ASSISTANT COUNTY ENGINEER	ASSISTANT COUNTY ENGINEER	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	20.4%	\$ 100,014.83
ECONOMIC DEVELOPMENT	ASSISTANT DIR. OF ECONOMIC DEV	ASSISTANT DIR. OF ECONOMIC DEV	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	121	\$ 87,956.82	35.0%	\$ 114,343.86	25.8%	\$ 140,730.91
SHERIFF	ASSISTANT DIRECTOR OF 911 COMM	ASSISTANT DIRECTOR OF 911 COMM	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	120	\$ 83,768.40	44.0%	\$ 108,898.92	33.7%	\$ 134,029.44
EMERGENCY MEDICAL SERVICES	ASSISTANT DIRECTOR OF BUDGET	ASSISTANT DIRECTOR OF BUDGET	13	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	26.6%	\$ 147,767.46
EMERGENCY MEDICAL SERVICES	ASSISTANT DIRECTOR OF EMS	ASSISTANT DIRECTOR OF EMS	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	26.6%	\$ 147,767.46
HUMAN RESOURCES	ASSISTANT DIRECTOR OF HR	ASSISTANT DIRECTOR OF HR	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	26.6%	\$ 147,767.46
EMERGENCY MEDICAL SERVICES	ASSISTANT DIRECTOR OF INTERVO	ASSISTANT DIRECTOR OF INTERVO	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	26.6%	\$ 147,767.46
PUBLIC INFORMATION	ASSISTANT DIRECTOR OF PIO	ASSISTANT DIRECTOR OF PIO	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	119	\$ 79,799.43	37.2%	\$ 103,716.26	27.4%	\$ 127,647.08
COMMUNITY PLANNING & DEVELOPE	ASSISTANT DIRECTOR OF PIO	ASSISTANT DIRECTOR OF PIO	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	119	\$ 79,799.43	37.2%	\$ 103,716.26	27.4%	\$ 127,647.08
OPERATIONAL SERVICES	ASSISTANT ELECTRICIAN	ASSISTANT ELECTRICIAN	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.45
OPERATIONAL SERVICES	ASSISTANT GENERAL MANAGER	ASSISTANT GENERAL MANAGER	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	113	\$ 59,532.64	2.3%	\$ 77,392.43	-5.0%	\$ 95,252.22
OPERATIONAL SERVICES	ASSISTANT MAINTENANCE MECHANIC	ASSISTANT MAINTENANCE MECHANIC	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
MAGISTRATES/COURT ADMINISTRATI	ASSISTANT MANAGER OF BOND COUR	ASSISTANT MANAGER I	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	111	\$ 53,997.86	33.2%	\$ 70,197.21	33.2%	\$ 86,396.57
GOVT & COMMUNITY SERVICE	ASSISTANT MANAGER OF OSBO	ASSISTANT MANAGER II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	113	\$ 59,532.64	33.5%	\$ 77,392.43	33.5%	\$ 95,252.22
EMERGENCY MEDICAL SERVICES	ASSISTANT MEDICAL CONTROL PHYS	ASSISTANT MEDICAL CONTROL PHYS	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	118	\$ 80,882.06	40.6%	\$ 108,898.92	37.7%	\$ 134,029.44
OPERATIONAL SERVICES	ASSISTANT PLUMBER	ASSISTANT PLUMBER	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00
FINANCE	ASSISTANT PROCUREMENT DIRECTOR	ASSISTANT PROCUREMENT DIRECTOR	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	116	\$ 68,916.47	5.8%	\$ 89,591.41	-1.8%	\$ 110,266.35
SHERIFF	ASSISTANT SHIF LEADER	ASSISTANT SHIF LEADER	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57
EMERGENCY MEDICAL SERVICES	ASSISTANT TO EMS SHIF MANAGER	ASSISTANT SHIF MANAGER	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	112	\$ 56,697.75	23.3%	\$ 73,707.07	13.5%	\$ 90,716.40
SOLICITOR	ASSISTANT SOLICITOR I	ASSISTANT SOLICITOR I	11	\$ 51,934.53	\$							

PUBLIC INFORMATION	COMMUNICATIONS COORDINATOR	COMMUNICATIONS COORDINATOR	8	\$	40,533.32	\$	52,693.31	\$	64,853.31	108	\$	46,645.38	15.1%	\$	60,638.99	15.1%	\$	74,632.61	15.1%
COMMUNITY PLANNING & DEVELOPMENT	COMMUNITY DEVELOPMENT COOR.	COMMUNITY DEVELOPMENT COOR.	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	108	\$	46,645.38	4.6%	\$	60,638.99	4.6%	\$	74,632.61	4.6%
PUBLIC INFORMATION	FINANCIAL ENGAGEMENT COORDINATOR	FINANCIAL ENGAGEMENT COORDINATOR	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	108	\$	46,645.38	9.8%	\$	60,638.99	9.8%	\$	74,632.61	9.8%
HUMAN RESOURCES	COMPENSATION & EMPLOYMENT COOR	COMPENSATION & EMPLOYMENT COOR	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	108	\$	46,645.38	26.6%	\$	60,638.99	26.6%	\$	74,632.61	26.6%
COMMUNITY PLANNING & DEVELOPMENT	COMPREHENSIVE PLANNER	COMPREHENSIVE PLANNER	10	\$	46,370.11	\$	64,918.16	\$	83,466.20	111	\$	53,997.86	16.4%	\$	70,197.21	16.4%	\$	86,396.57	16.4%
SHERIFF	COMPUTER ANALYST	COMPUTER ANALYST	8	\$	40,533.32	\$	52,693.31	\$	64,853.31	106	\$	42,308.73	4.4%	\$	55,001.35	4.4%	\$	67,693.97	4.4%
COMMUNITY PLANNING & DEVELOPMENT	CONSERVATION EDUCATION ANALYST	CONSERVATION EDUCATION ANALYST	10	\$	46,370.11	\$	64,918.16	\$	83,466.20	110	\$	51,426.53	10.9%	\$	66,854.49	10.9%	\$	82,282.45	10.9%
COMMUNITY PLANNING & DEVELOPMENT	CONSERVATION PROGRAM ANALYST	CONSERVATION PROGRAM ANALYST	10	\$	46,370.11	\$	64,918.16	\$	83,466.20	110	\$	51,426.53	10.9%	\$	66,854.49	10.9%	\$	82,282.45	10.9%
PROBATE COURT	CONSERVATORSHIP/GUARDIANSHIP CLK	CONSERVATORSHIP/GUARDIANSHIP CLK	6	\$	40,533.32	\$	52,693.31	\$	64,853.31	109	\$	48,977.65	20.8%	\$	63,670.94	20.8%	\$	78,364.24	20.8%
PUBLIC WORKS	CONSTRUCTION CREW LEADER	CONSTRUCTION CREW LEADER	6	\$	40,533.32	\$	52,693.31	\$	64,853.31	109	\$	48,977.65	20.8%	\$	63,670.94	20.8%	\$	78,364.24	20.8%
FINANCE	CONTRACT ANALYST	CONTRACT ANALYST	10	\$	46,370.11	\$	64,918.16	\$	83,466.20	111	\$	53,997.86	16.4%	\$	70,197.21	16.4%	\$	86,396.57	16.4%
FINANCE	CONTROLLER	CONTROLLER	13	\$	65,146.67	\$	91,205.34	\$	117,264.01	122	\$	92,354.66	21.8%	\$	120,061.06	31.6%	\$	147,767.46	41.8%
PUBLIC WORKS	COORDINATOR OF COMMUNITY SERV	COORDINATOR OF COMMUNITY SERV	8	\$	40,533.32	\$	52,693.31	\$	64,853.31	110	\$	51,426.53	26.9%	\$	66,854.49	26.9%	\$	82,282.45	26.9%
SHERIFF	COORDINATOR OF PROFESSIONAL ST	COORDINATOR OF PROFESSIONAL ST	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	111	\$	53,997.86	21.1%	\$	70,197.21	21.1%	\$	86,396.57	21.1%
DETENTION CENTER	QUALITY ASSURANCE OFFICER	COORDINATOR OF PROFESSIONAL ST	11	\$	51,934.53	\$	72,708.34	\$	93,482.15	111	\$	53,997.86	4.0%	\$	70,197.21	1.5%	\$	86,396.57	4.0%
PUBLIC WORKS	SUPERVISOR OF OPERATOR DEVELOP	COORDINATOR OF PROFESSIONAL ST	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	111	\$	53,997.86	21.1%	\$	70,197.21	21.1%	\$	86,396.57	21.1%
SHERIFF	COORDINATOR OF RADIO AND IT	COORDINATOR OF RADIO AND IT	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	115	\$	65,634.73	12.8%	\$	85,325.15	4.8%	\$	105,015.57	12.8%
SHERIFF	COORDINATOR OF TRAINING	COORDINATOR OF TRAINING	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	110	\$	51,426.53	15.3%	\$	66,854.49	15.3%	\$	82,282.45	15.3%
UTILITIES	COORDINATOR OF WASTEWATER COMP	COORDINATOR OF WASTEWATER COMP	8	\$	40,533.32	\$	52,693.31	\$	64,853.31	108	\$	46,645.38	15.1%	\$	60,638.99	15.1%	\$	74,632.61	15.1%
LEGAL	COUNTY CORNER	COUNTY CORNER	18	\$	124,285.88	\$	174,000.23	\$	223,714.58	130	\$	136,449.89	9.8%	\$	177,384.86	1.9%	\$	219,319.83	9.8%
PUBLIC WORKS	COUNTY ENGINEER	COUNTY ENGINEER	13	\$	65,146.67	\$	91,205.34	\$	117,264.01	124	\$	101,821.01	56.3%	\$	132,367.32	45.1%	\$	162,913.62	56.3%
MAGISTRATES/COURT ADMINISTRATI	COURT ADMINISTRATOR	COURT ADMINISTRATOR	13	\$	65,146.67	\$	91,205.34	\$	117,264.01	121	\$	87,956.82	35.0%	\$	114,343.86	25.4%	\$	140,730.91	35.0%
SOLICITOR	COURT PROGRAM COORDINATOR	COURT PROGRAM COORDINATOR	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	108	\$	46,645.38	4.6%	\$	60,638.99	4.6%	\$	74,632.61	4.6%
CLERK OF COURT	COURT SCHEDULER	COURT SCHEDULER	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	107	\$	44,424.17	20.6%	\$	57,512.42	20.6%	\$	71,078.67	20.6%
SHERIFF	CRIME ANALYST	COURT SCHEDULER	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	107	\$	44,424.17	20.6%	\$	57,512.42	20.6%	\$	71,078.67	20.6%
OPERATIONAL SERVICES	CRIME ANALYST	COURT SCHEDULER	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	107	\$	44,424.17	20.6%	\$	57,512.42	20.6%	\$	71,078.67	20.6%
OPERATIONAL SERVICES	BUILDING CUSTODIAN	CUSTODIAN	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
PUBLIC WORKS	CUSTOMER SERVICE REPRESENTATIV	CUSTOMER SERVICE REPRESENTATIV	4	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	12.7%	\$	53,040.00	2.9%
COMMUNITY PLANNING & DEVELOPMENT	MAIL TECHNICIAN	CUSTOMER SERVICE REPRESENTATIVE	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
PUBLIC WORKS	CUSTOMER SVS SPEC/RECYCLE	CUSTOMER SERVICE REPRESENTATIVE	4	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	12.7%	\$	53,040.00	2.9%
PUBLIC WORKS	DATA ANALYST	DATA ANALYST	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	107	\$	44,424.17	20.6%	\$	57,512.42	20.6%	\$	71,078.67	20.6%
COMMUNITY PLANNING & DEVELOPMENT	DATA CONTROL SPECIALIST	DATA CONTROL SPECIALIST	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
SHERIFF	DATA CONTROL SPECIALIST	DATA CONTROL SPECIALIST	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
SHERIFF	DATA CONTROL SPEC-RECEPTION	DATA CONTROL SPEC-RECEPTION	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
COMMUNITY PLANNING & DEVELOPMENT	DATA ENTRY CLERK	DATA ENTRY CLERK	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
CLERK OF COURT	DATA ENTRY TECHNICIAN	DATA ENTRY TECHNICIAN	3	\$	32,210.20	\$	36,239.50	\$	44,295.68	101	\$	33,150.00	2.9%	\$	43,095.00	18.9%	\$	53,040.00	2.9%
INFORMATION TECHNOLOGY	DATABASE ADMINISTRATOR	DATABASE ADMINISTRATOR	14	\$	72,964.27	\$	102,149.98	\$	131,335.69	120	\$	82,768.40	14.8%	\$	108,898.92	14.8%	\$	134,029.44	14.8%
COMMUNITY PLANNING & DEVELOPMENT	DEPUTY ASSESSOR-ADMINISTRATOR	DEPUTY ASSESSOR-ADMINISTRATOR	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	115	\$	65,634.73	12.8%	\$	85,325.15	4.8%	\$	105,015.57	12.8%
COMMUNITY PLANNING & DEVELOPMENT	DEPUTY ASSESSOR-APPRAISAL	DEPUTY ASSESSOR-APPRAISAL	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	115	\$	65,634.73	12.8%	\$	85,325.15	4.8%	\$	105,015.57	12.8%
AUDITOR	DEPUTY AUDITOR	DEPUTY AUDITOR	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	119	\$	79,779.43	37.2%	\$	103,713.26	27.4%	\$	127,647.08	37.2%
SHERIFF	DEPUTY CHIEF OF 911 COMMUNIC	DEPUTY CHIEF, SHERIFF	12	\$	72,964.27	\$	102,149.98	\$	131,335.69	122	\$	92,354.66	26.6%	\$	120,061.06	17.5%	\$	147,767.46	26.6%
SHERIFF	DEPUTY CHIEF OF PROFESSIONAL PROJ	DEPUTY CHIEF, SHERIFF	14	\$	72,964.27	\$	102,149.98	\$	131,335.69	122	\$	92,354.66	26.6%	\$	120,061.06	17.5%	\$	147,767.46	26.6%
SHERIFF	DEPUTY CHIEF OF SPECIAL PROJEC	DEPUTY CHIEF, SHERIFF	14	\$	72,964.27	\$	102,149.98	\$	131,335.69	122	\$	92,354.66	26.6%	\$	120,061.06	17.5%	\$	147,767.46	26.6%
SHERIFF	DEPUTY CHIEF OF SPECIAL TEAMS	DEPUTY CHIEF, SHERIFF	14	\$	72,964.27	\$	102,149.98	\$	131,335.69	122	\$	92,354.66	26.6%	\$	120,061.06	17.5%	\$	147,767.46	26.6%
SHERIFF	DEPUTY CHIEF-INVESTIGATIONS	DEPUTY CHIEF, SHERIFF	14	\$	72,964.27	\$	102,149.98	\$	131,335.69	122	\$	92,354.66	26.6%	\$	120,061.06	17.5%	\$	147,767.46	26.6%
CLERK OF COURT	DEPUTY CLERK RECORDS	DEPUTY CLERK I	5	\$	32,210.20	\$	40,667.72	\$	48,725.05	104	\$	40,294.03	25.1%	\$	52,382.24	29.4%	\$	64,470.45	25.1%
CLERK OF COURT	DEPUTY CLERK - FAMILY COORDINA	DEPUTY CLERK I	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	108	\$	46,645.38	26.6%	\$	60,638.99	26.6%	\$	74,632.61	26.6%
PUBLIC WORKS	DEPUTY CLERK JUROR COORDINAT	DEPUTY CLERK I	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	101	\$	40,294.03	25.1%	\$	52,382.24	29.4%	\$	64,470.45	25.1%
CLERK OF COURT	DEPUTY CLERK COURTROOM FC	DEPUTY CLERK II	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	108	\$	46,645.38	26.6%	\$	60,638.99	26.6%	\$	74,632.61	26.6%
MAGISTRATES/COURT ADMINISTRATI	DEPUTY CLERK OF COURT	DEPUTY CLERK II	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	108	\$	46,645.38	26.6%	\$	60,638.99	26.6%	\$	74,632.61	26.6%
CLERK OF COURT	DEPUTY CLERK-COURTROOM	DEPUTY CLERK II	7	\$	36,848.47	\$	47,903.01	\$	58,957.55	108	\$	46,645.38	26.6%	\$	60,638.99	26.6%	\$	74,632.61	26.6%
PROBATE COURT	DEPUTY CLERK OF PROBATE	DEPUTY CLERK OF PROBATE	8	\$	40,533.32	\$	52,693.31	\$	64,853.31	110	\$	51,426.53	26.9%	\$	66,854.49	26.9%	\$	82,282.45	26.9%
CORNER	DEPUTY CORNER	DEPUTY CORNER	9	\$	44,586.65	\$	57,962.64	\$	71,338.64	111	\$	53,997.86	21.1%	\$	70,197.21	21.1%	\$	86,396.57	21.1%
MAGISTRATES/COURT ADMINISTRATI	DEPUTY COURT ADMINISTRATOR	DEPUTY COURT ADMINISTRATOR	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	115	\$	65,634.73	12.8%	\$	85,325.15	4.8%	\$	105,015.57	12.8%
PROBATE COURT	DEPUTY DIRECTOR OF COMMS/PIO	DEPUTY DIRECTOR I	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	117	\$	72,362.29	24.4%	\$	94,070.98	15.5%	\$	115,779.67	24.4%
UTILITIES	DEPUTY DIRECTOR OF UTILITIES	DEPUTY DIRECTOR I	13	\$	65,146.67	\$	91,205.34	\$	117,264.01	117	\$	72,362.29	11.1%	\$	94,070.98	3.1%	\$	115,779.67	11.1%
VOTER REG/ELEC COMMISSION	DEPUTY DIRECTOR OF VOTER REGIS	DEPUTY DIRECTOR I	12	\$	58,166.67	\$	81,433.34	\$	104,700.01	118	\$	75,980.41	30.6%	\$	98,774.53	21.3%	\$	121,568.65	30.6%
COMMUNITY PLANNING & DEVELOPMENT	DEPUTY DIRECTOR PLANNING	DEPUTY DIRECTOR IV	1																

SHERIFF	GRANTS COORDINATOR	GRANTS COORDINATOR	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	108	\$ 46,645.38	39.2%	\$ 60,638.99	39.2%	\$ 74,632.61	39.2%
INFORMATION TECHNOLOGY	HELPSPEC SPECIALIST	HELPSPEC SPECIALIST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	107	\$ 44,424.17	32.6%	\$ 57,751.42	32.6%	\$ 71,078.67	32.6%
INFORMATION TECHNOLOGY	HELPSPEC SUPERVISOR	HELPSPEC SUPERVISOR	11	\$ 46,370.11	\$ 64,918.16	\$ 71,338.64	110	\$ 62,509.27	20.4%	\$ 80,591.41	20.4%	\$ 100,014.83	20.4%
SHERIFF	HOMELAND SECURITY COORDINATOR	HOMELAND SECURITY COORDINATOR	10	\$ 46,370.11	\$ 64,918.16	\$ 71,338.64	114	\$ 42,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
AUDITOR	HOMESTEAD SPECIALIST	HOMESTEAD SPECIALIST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	106	\$ 42,308.73	26.3%	\$ 55,001.35	26.3%	\$ 67,693.97	26.3%
COMMUNITY PLANNING & DEVELOPME	HOUSING INSPECTOR	HOUSING INSPECTOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
COMMUNITY PLANNING & DEVELOPME	HOUSING PROJECT COORDINATOR	HOUSING PROJECT COORDINATOR	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	105	\$ 42,308.73	31.4%	\$ 55,001.35	35.9%	\$ 67,693.97	31.4%
HUMAN RESOURCES	HR ANALYST	HR ANALYST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
HUMAN RESOURCES	HR ANALYST - AUDIT, COMPLIANCE	HR ANALYST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
HUMAN RESOURCES	HR ANALYST - ER, WELL, LEAVES	HR ANALYST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
HUMAN RESOURCES	HUMAN RESOURCES COORDINATOR II	HUMAN RESOURCES COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	108	\$ 46,645.38	26.6%	\$ 60,638.99	26.6%	\$ 74,632.61	26.6%
HUMAN RESOURCES	HUMAN RESOURCES REPRESENTATIVE	HUMAN RESOURCES REPRESENTATIVE	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	105	\$ 42,308.73	25.1%	\$ 52,382.24	25.1%	\$ 64,470.25	25.1%
OPERATIONAL SERVICES	HVAC MECHANIC	HVAC MECHANIC	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
CLERK OF COURT	INFORMATION SPECIALIST	INFORMATION SPECIALIST	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.25	25.1%
INFORMATION TECHNOLOGY	INFORMATION TECHNOLOGY TRAININ	INFORMATION TECHNOLOGY TRAININ	10	\$ 46,370.11	\$ 64,918.16	\$ 71,338.64	110	\$ 51,426.53	10.9%	\$ 66,854.49	10.9%	\$ 82,282.45	10.9%
PUBLIC WORKS	INMATE LABOR OFFICER	INMATE LABOR OFFICER	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	104	\$ 38,375.27	19.1%	\$ 49,887.85	23.3%	\$ 61,400.43	19.1%
COMMUNITY PLANNING & DEVELOPME	INSPECTOR I	INSPECTOR I	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.25	20.3%
COMMUNITY PLANNING & DEVELOPME	INSPECTOR II	INSPECTOR II	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
COMMUNITY PLANNING & DEVELOPME	INSPECTOR III	INSPECTOR III	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
PROBATE COURT	INTERN	INTERN	3	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	104	\$ 33,150.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
COMMUNITY PLANNING & DEVELOPME	INTERN II	INTERN II	3	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	101	\$ 33,150.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
SHERIFF	INVESTIGATOR	INVESTIGATOR	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
PUBLIC DEFENDER	INVESTIGATOR II	INVESTIGATOR II	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
SOLICITOR	IT WEB DEVELOPER I	IT WEB DEVELOPER I	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
SHERIFF	IT WEB DEVELOPER II	IT WEB DEVELOPER*	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
PROBATE COURT	JUDICIAL LAW CLERK	JUDICIAL LAW CLERK	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
SOLICITOR	JUV DRUG TREATMENT COURT JUDGE	JUV DRUG TREATMENT COURT JUDGE	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	119	\$ 79,779.43	22.5%	\$ 103,713.26	13.7%	\$ 127,647.08	22.5%
SHERIFF	K-9 UNIT SPECIALIST	K-9 UNIT SPECIALIST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
SHERIFF	LAB TECHNICIAN	LAB TECHNICIAN	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60	13.5%
UTILITIES	LABORATORY COMPLIANCE TECHNICA	LABORATORY COMPLIANCE TECHNICA	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.25	20.3%
COMMUNITY PLANNING & DEVELOPME	LAND DEVELOPMENT PLANNER II	LAND DEVELOPMENT PLANNER II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
COMMUNITY PLANNING & DEVELOPME	LAND USE INSPECTOR	LAND USE INSPECTOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
PUBLIC WORKS	LANDFILL OPERATOR	LANDFILL OPERATOR	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.25	20.3%
PUBLIC WORKS	LEAD DROP OFF CENTER ATTENDANT	LEAD DROP OFF CENTER ATTENDANT	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.25	20.3%
AUDITOR	LEAD TAX PROCESSOR	LEAD TAX PROCESSOR	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	107	\$ 44,424.17	32.6%	\$ 57,751.42	32.6%	\$ 71,078.67	32.6%
LEGISLATIVE DELEGATION	LEGISLATIVE SERVICES COORDINAT	LEGISLATIVE SVCS COORD	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
MAGISTRATES/COURT ADMINISTRATI	MAGISTRATE	MAGISTRATE	-	-	-	-	-	-	-	-	-	-	-
MAGISTRATES/COURT ADMINISTRATI	MAGISTRATE - LAW	MAGISTRATE	-	-	-	-	-	-	-	-	-	-	-
OPERATIONAL SERVICES	MAINTENANCE MECHANIC	MAINTENANCE MECHANIC	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
DETENTION CENTER	MAINTENANCE SUPPORT	MAINTENANCE SUPPORT	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.25	25.1%
TREASURER	MANAGER OF FAX PROCESSING	MANAGER I	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	109	\$ 48,977.65	32.9%	\$ 63,679.94	32.9%	\$ 78,364.24	32.9%
PROBATE COURT	MANAGER OF COMMITMENT DIVISION	MANAGER II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	111	\$ 53,997.86	33.2%	\$ 70,197.21	33.2%	\$ 86,396.57	33.2%
PUBLIC WORKS	MANAGER OF DISPOSAL DIVISION	MANAGER II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	111	\$ 53,997.86	33.2%	\$ 70,197.21	33.2%	\$ 86,396.57	33.2%
SHERIFF	MANAGER OF BODY WORN CAMERA	MANAGER II, SHERIFF	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	112	\$ 56,697.75	39.9%	\$ 73,707.07	39.9%	\$ 90,716.40	39.9%
PUBLIC WORKS	MANAGER OF ADMINISTRATIVE SERV	MANAGER III	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	112	\$ 56,697.75	27.2%	\$ 73,707.07	27.2%	\$ 90,716.40	27.2%
OPERATIONAL SERVICES	MANAGER OF CENTRAL SERVICES	MANAGER III	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	112	\$ 56,697.75	22.3%	\$ 73,707.07	13.5%	\$ 90,716.40	22.3%
PUBLIC WORKS	MANAGER OF FINANCE	MANAGER III	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	112	\$ 56,697.75	39.9%	\$ 73,707.07	39.9%	\$ 90,716.40	39.9%
PUBLIC WORKS	MANAGER OF INFO PROGRAM SERVICES	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	20.4%	\$ 100,014.83	20.4%
OPERATIONAL SERVICES	MANAGER FACILITIES PROJECTS	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
FINANCE	MANAGER OF ACCOUNTING	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
OPERATIONAL SERVICES	MANAGER OF ADMINISTRATION	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
UTILITIES	MANAGER OF ADMINISTRATION	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
MAGISTRATES/COURT ADMINISTRATI	MANAGER OF PROBATE COURT	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
BUDGET	MANAGER OF BUDGET	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
RISK MANAGEMENT	MANAGER OF CLAIMS	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
PUBLIC WORKS	MANAGER OF COLLECTION SECTION	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
OPERATIONAL SERVICES	MANAGER OF CUSTODIAL SERVICES	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
SOLICITOR	MANAGER OF DRUG/DUI TREATMENT	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
ECONOMIC DEVELOPMENT	MANAGER OF EXISTING BUSINESS	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
DETENTION CENTER	MANAGER OF FACILITIES	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
FINANCE	MANAGER OF FINANCIAL REPORTS	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
BUDGET	MANAGER OF GRANTS AND COMMUNIT	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
COMMUNITY PLANNING & DEVELOPME	MANAGER OF HOUSING	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
LEGAL	MANAGER OF IDENTITY OFFICE	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
MASTER IN EQUITY	MANAGER OF MASTER IN EQUITY	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
GOVT & COMMUNITY SERVICE	MANAGER OF OSBO	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
CASA	MANAGER OF PROGRAMS	MANAGER IV	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
PUBLIC WORKS	MANAGER OF SID WST & REC	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114	\$ 62,509.27	20.4%	\$ 81,262.05	11.8%	\$ 100,014.83	20.4%
PUBLIC WORKS	MANAGER OF SPECIAL SERVICES	MANAGER IV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	114						

PUBLIC DEFENDER	PD PARALEGAL II	PARALEGAL II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	109	\$ 48,977.65	20.8%	\$ 63,670.94	20.8%	\$ 78,364.24	20.8%
EMERGENCY MEDICAL SERVICES	PARAMEDIC	PARAMEDIC	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
EMERGENCY MEDICAL SERVICES	PARAMEDIC CREW LEADER	PARAMEDIC CREW LEADER	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	9.8%	\$ 66,854.49	9.8%	\$ 82,282.45	9.8%
DETENTION CENTER	PAYROLL CLERK	PAYROLL CLERK	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
SHERIFF	PAYROLL/BENEFITS ASSISTANT	PAYROLL CLERK	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
FINANCE	PAYROLL SPECIALIST	PAYROLL SPECIALIST	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	106	\$ 42,308.73	4.4%	\$ 55,001.35	4.4%	\$ 67,693.97	4.4%
INFORMATION TECHNOLOGY	PC/LAN SPECIALIST II	PC/LAN SPECIALIST II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
INFORMATION TECHNOLOGY	PC/LAN SPECIALIST II	PC/LAN SPECIALIST II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
INFORMATION TECHNOLOGY	PC/LAN SPECIALIST III	PC/LAN SPECIALIST III	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	110	\$ 51,426.53	10.0%	\$ 66,854.49	10.0%	\$ 82,282.45	10.0%
PUBLIC DEFENDER	PD ATTORNEY I	PD ATTORNEY I	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	116	\$ 68,916.47	32.7%	\$ 89,591.41	23.2%	\$ 110,266.35	32.7%
PUBLIC DEFENDER	PD ATTORNEY II	PD ATTORNEY II	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	118	\$ 75,980.41	30.6%	\$ 98,774.53	21.3%	\$ 121,568.65	30.6%
PUBLIC DEFENDER	PD ATTORNEY III	PD ATTORNEY III	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	120	\$ 83,768.40	28.6%	\$ 108,998.92	19.4%	\$ 134,029.44	28.6%
PUBLIC DEFENDER	PD ATTORNEY IV	PD ATTORNEY IV	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	122	\$ 92,354.66	26.6%	\$ 120,061.06	17.5%	\$ 147,767.46	26.6%
COMMUNITY PLANNING & DEVELOPME	PUBLIC INFORMATION SPECIALIST	PUBLIC INFORMATION SPECIALIST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 42,308.73	20.8%	\$ 55,001.35	20.8%	\$ 67,693.97	20.8%
AUDITOR	PERSONAL PROPERTY SPECIALIST	PERSONAL PROPERTY SPECIALIST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	106	\$ 42,308.73	26.3%	\$ 55,001.35	26.3%	\$ 67,693.97	26.3%
DETENTION CENTER	PERSONNEL SPECIALIST	PERSONNEL SPECIALIST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
SHERIFF	PILOT	PILOT	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	116	\$ 68,916.47	18.5%	\$ 89,591.41	10.0%	\$ 110,266.35	18.5%
COMMUNITY PLANNING & DEVELOPME	PLANS EXAMINER	PLANS EXAMINER	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	111	\$ 53,997.86	16.4%	\$ 70,197.21	8.1%	\$ 86,396.57	16.4%
DETENTION CENTER	PLUMBER	PLUMBER	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	107	\$ 44,241.17	9.6%	\$ 57,751.42	9.6%	\$ 71,078.67	9.6%
OPERATIONAL SERVICES	PRETREATMENT/LABORATORY COORDI	PRETREATMENT/LABORATORY COORDI	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
OPERATIONAL SERVICES	PRINTER	PRINTER	8	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	103	\$ 36,547.88	13.5%	\$ 47,512.24	17.4%	\$ 58,476.60	13.5%
PROBATE COURT	PROBATE JUDGE	PROBATE JUDGE	NON-CLASSIFIED	-	-	-	UNG	-	-	-	-	-	-
AUDITOR	PROGRAM AUDITOR	PROGRAM AUDITOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	110	\$ 51,426.53	39.6%	\$ 66,854.49	39.6%	\$ 82,282.45	39.6%
CLERK OF COURT	PROGRAM AUDITOR	PROGRAM AUDITOR	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
PROGRAM AUDITOR	PROGRAM AUDITOR	PROGRAM AUDITOR	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	110	\$ 51,426.53	12.8%	\$ 66,854.49	12.8%	\$ 82,282.45	12.8%
INFORMATION TECHNOLOGY	PROGRAMMER/ANALYST I	PROGRAMMER/ANALYST I	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	115	\$ 65,634.73	41.5%	\$ 85,325.15	31.4%	\$ 105,015.57	41.5%
INFORMATION TECHNOLOGY	PROGRAMMER/ANALYST II	PROGRAMMER/ANALYST II	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	116	\$ 68,916.47	32.7%	\$ 89,591.41	23.2%	\$ 110,266.35	32.7%
TREASURER	PROJECT COORDINATOR	PROJECT COORDINATOR	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	106	\$ 42,308.73	31.4%	\$ 55,001.35	35.9%	\$ 67,693.97	31.4%
PUBLIC WORKS	ASSOCIATE ENGINEER DESIGN	PROJECT MANAGER I	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	113	\$ 59,532.64	46.9%	\$ 77,392.43	46.9%	\$ 95,252.22	46.9%
UTILITIES	MANAGER UTIL OPER/SPEC PROJECT	PROJECT MANAGER I	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	113	\$ 59,532.64	14.6%	\$ 77,392.43	6.4%	\$ 95,252.22	14.6%
ECONOMIC DEVELOPMENT	PROJECT MANAGER	PROJECT MANAGER I	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	113	\$ 59,532.64	14.6%	\$ 77,392.43	4.4%	\$ 95,252.22	14.6%
TRANSPORTATION PENNY	TRANSPORTATION PROJECT MANAGER	PROJECT MANAGER II	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	115	\$ 65,634.73	12.8%	\$ 85,325.15	4.8%	\$ 105,015.57	12.8%
INFORMATION TECHNOLOGY	PROJECT MANAGER	PROJECT MANAGER III	14	\$ 72,964.27	\$ 102,149.98	\$ 131,335.69	119	\$ 79,779.43	9.3%	\$ 103,713.26	1.5%	\$ 127,647.08	9.3%
COMMUNITY PLANNING & DEVELOPME	PROPERTY MAINTENANCE INSPECTOR	PROPERTY MAINTENANCE INSPECTOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
PUBLIC INFORMATION	PUBLIC INFORMATION COORDINATOR	PUBLIC INFORMATION COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
SHERIFF	PUBLIC INFORMATION COORDINATOR	PUBLIC INFORMATION COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
COMMUNITY PLANNING & DEVELOPME	RECORDS SPECIALIST	RECORDS SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
PUBLIC WORKS	RECYCLING COORDINATOR	RECYCLING COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
PUBLIC WORKS	REFUSE CONTROL OFFICER	REFUSE CONTROL OFFICER	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
ADMINISTRATION	RESEARCH ANALYST	RESEARCH ANALYST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	108	\$ 46,645.38	4.6%	\$ 60,638.99	4.6%	\$ 74,632.61	4.6%
COMMUNITY PLANNING & DEVELOPME	REVENUE ANALYST I	REVENUE ANALYST I	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	104	\$ 38,375.27	19.1%	\$ 49,887.85	23.3%	\$ 61,400.43	19.1%
COMMUNITY PLANNING & DEVELOPME	REVENUE AUDITOR I	REVENUE AUDITOR I	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
COMMUNITY PLANNING & DEVELOPME	REVENUE INSPECTOR	REVENUE INSPECTOR	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
PUBLIC WORKS	RIGHT OF WAY AGENT	RIGHT OF WAY AGENT	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	109	\$ 48,977.65	20.8%	\$ 63,670.94	20.8%	\$ 78,364.24	20.8%
RISK MANAGEMENT	ROLL CART DELIVERY TECHNICIAN	ROLL CART DELIVERY TECHNICIAN	3	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	101	\$ 33,500.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
PUBLIC WORKS	SAFETY COMPLIANCE OFFICER	SAFETY COMPLIANCE OFFICER	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	109	\$ 48,977.65	9.8%	\$ 63,670.94	9.8%	\$ 78,364.24	9.8%
UTILITIES	SANITARY ENGINEER	SANITARY ENGINEER	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	115	\$ 65,634.73	12.8%	\$ 85,325.15	8.8%	\$ 105,015.57	12.8%
PUBLIC WORKS	SCALE MASTER	SCALE MASTER	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00	8.1%
SHERIFF	SCHOOL GUARD PATROLMAN	SCHOOL GUARD PATROLMAN	3	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	101	\$ 33,500.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
SHERIFF	SCHOOL RESOURCE OFFICER	SCHOOL RESOURCE OFFICER	4	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
SHERIFF	SHERIFF ASSISTANT (NONSWORN)	SHERIFF ASSISTANT (NONSWORN)	3	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	101	\$ 33,500.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
SHERIFF	SHERIFF MEDIC	SHERIFF MEDIC	8	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	112	\$ 68,916.47	12.8%	\$ 89,591.41	6.8%	\$ 110,266.35	12.8%
SHERIFF	SHIFT LEADER (SHERIFF)	SHIFT LEADER (SHERIFF)	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	113	\$ 59,532.64	28.4%	\$ 77,392.43	19.2%	\$ 95,252.22	28.4%
PUBLIC INFORMATION	SOCIAL MEDIA COORDINATOR	SOCIAL MEDIA PROD SPECIALIST	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
PUBLIC DEFENDER	SOCIAL WORKER	SOCIAL WORKER	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	110	\$ 51,426.53	15.3%	\$ 66,854.49	15.3%	\$ 82,282.45	15.3%
TREASURER	SPECIAL COLLECTIONS COORDINATO	SPECIAL COLLECTIONS COORDINATO	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	104	\$ 38,375.27	19.1%	\$ 49,887.85	23.3%	\$ 61,400.43	19.1%
SHERIFF	SPECIAL DEPUTY (SWORN)	SPECIAL DEPUTY (SWORN)	3	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	101	\$ 33,500.00	2.9%	\$ 43,095.00	18.9%	\$ 53,040.00	2.9%
LEGISLATIVE DELEGATION	SPECIAL PROJECTS COORDINATOR	SPECIAL PROJECTS COORDINATOR	3	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	105	\$ 42,308.73	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
TREASURER	SR. ACCOUNT TECHNICIAN	SR. ACCOUNT TECHNICIAN	5	\$ 32,210.20	\$ 40,677.72	\$ 48,725.25	106	\$ 42,308.73	31.4%	\$ 55,001.35	35.9%	\$ 67,693.97	31.4%
AUDITOR	SR. ACCOUNTANT	SR. ACCOUNTANT	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
BUDGET	SR. ACCOUNTANT	SR. ACCOUNTANT	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
FINANCE	SR. ACCOUNTANT	SR. ACCOUNTANT	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
TRANSPORTATION PENNY	SR. ACCOUNTANT	SR. ACCOUNTANT	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	114	\$ 62,509.27	34.8%	\$ 81,262.05	25.2%	\$ 100,014.83	34.8%
INFORMATION TECHNOLOGY	SENIOR APPLICATION SUPPORT ANA	SR. APPLICATION SUPPORT ANA	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	117	\$ 72,362.29	11.1%	\$ 94,070.98	3.1%	\$ 115,779.67	11.1%
SOLICITOR	SENIOR APPLICATION SUPPORT ANA	SR. APPLICATION SUPPORT ANA	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	117	\$ 72,362.29	11.1%	\$ 94,070.98	3.1%	\$ 115,779.67	11.1%
INFORMATION TECHNOLOGY	SR. APPLICATION SUPPORT ANALYST	SR. APPLICATION SUPPORT ANALYST	13	\$ 65,146.67	\$ 91,205.34	\$ 117,264.01	117	\$ 72,362.29	11.1%	\$ 94,070.98	3.1%	\$ 115,779.67	11.1%
INFORMATION TECHNOLOGY	SR. BUSINESS ANALYST	SR. BUSINESS ANALYST	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	113	\$ 59,532.64	2.3%	\$ 77,392.43	-5.0%	\$ 95,252.22	2.3%
SHERIFF	SR. CAT DEPUTY	SR. CAT DEPUTY	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	113	\$ 59,532.64	33.5%	\$ 77,392.43	33.5%	\$ 95,252.22	33.5%
SHERIFF	SR. CHEMIST	SR. CHEMIST	7	\$ 36									

CLERK OF COURT	DATA ENTRY SPECIALIST	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
SOLICITOR	DATA ENTRY SPECIALIST	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
TREASURER	DATA ENTRY SPECIALIST	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
TREASURER	DELINQUENT COLLECTIONS CLERK	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
TREASURER	MOBILE HOME SPECIALIST	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
TREASURER	TAX CLERK	TAX INFORMATION SPECIALIST	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	103	\$ 36,547.88	13.5%	\$ 47,512.24	31.1%	\$ 58,476.60	13.5%
TREASURER	TAX INFORMATION SPECIALIST	TAX INFORMATION SPECIALIST	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
AUDITOR	TAX PROCESSOR	TAX PROCESSOR	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	104	\$ 38,375.27	19.1%	\$ 49,887.85	23.3%	\$ 61,400.43	19.1%
TREASURER	TITLE RESEARCH SPECIALIST	TITLE RESEARCH SPECIALIST	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	105	\$ 40,294.03	25.1%	\$ 52,382.24	29.4%	\$ 64,470.45	25.1%
SHERIFF	TRAFFIC SAFETY UNIT DEPUTY	TRAFFIC SAFETY UNIT DEPUTY	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	111	\$ 53,997.86	21.1%	\$ 70,197.21	21.1%	\$ 86,396.57	21.1%
HUMAN RESOURCES	TRAINING & COMM ANALYST	TRAINING & COMM ANALYST	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	109	\$ 48,977.65	9.8%	\$ 63,670.94	9.8%	\$ 78,364.24	20.8%
PUBLIC WORKS	TRNG, LOG, & SFTY TECH	TRNG, LOG, & SFTY TECH	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	109	\$ 48,977.65	20.8%	\$ 63,670.94	20.8%	\$ 78,364.24	20.8%
UTILITIES	UTILITIES COORDINATOR II	UTILITIES COORDINATOR II	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
UTILITIES	UTILITIES LOCATOR	UTILITIES LOCATOR	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	102	\$ 34,807.50	8.1%	\$ 45,249.75	18.3%	\$ 55,692.00	8.1%
UTILITIES	UTILITIES MAINTENANCE TECHNICI	UTILITIES MAINTENANCE TECHNICI	5	\$ 32,210.20	\$ 40,467.72	\$ 48,725.25	104	\$ 38,375.27	19.1%	\$ 49,887.85	23.3%	\$ 61,400.43	19.1%
UTILITIES	UTILITIES SITE COORDINATOR	UTILITIES SITE COORDINATOR	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
LEGISLATIVE DELEGATION	VET. AFFAIRS CLAIMS ANALYST	VETERAN SERVICES OFFICER	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	103	\$ 36,547.88	13.5%	\$ 47,512.24	24.2%	\$ 58,476.60	13.5%
LEGISLATIVE DELEGATION	VETERANS AFFAIRS OFFICER	VETERANS AFFAIRS OFFICER					UNG						
LEGISLATIVE DELEGATION	VETERANS SERVICE OFFICER	VETERANS SERVICE REPRESENTATIVE	4	\$ 32,210.20	\$ 38,252.94	\$ 44,295.68	104	\$ 38,375.27	19.1%	\$ 49,887.85	30.4%	\$ 61,400.43	19.1%
DETENTION CENTER	VICTIM ADVOCATE COORDINATOR	VICTIM ADVOCATE COORDINATOR	9	\$ 44,586.65	\$ 57,962.64	\$ 71,338.64	109	\$ 48,977.65	9.8%	\$ 63,670.94	9.8%	\$ 78,364.24	9.8%
DETENTION CENTER	VICTIM ASSISTANCE ADVOCATE	VICTIM ASSISTANCE ADVOCATE	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	107	\$ 44,424.17	32.6%	\$ 57,751.42	32.6%	\$ 71,078.67	32.6%
VOTER REG/ELEC COMMISSION	ABSENTEE SERVICE COORDINATOR	VOTER SERVICES COORDINATOR	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	107	\$ 44,424.17	20.6%	\$ 57,751.42	20.6%	\$ 71,078.67	20.6%
VOTER REG/ELEC COMMISSION	ABSENTEE REPRESENTATIVE	VOTER SERVICES REPRESENTATIVE	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00	8.1%
VOTER REG/ELEC COMMISSION	VOTER REPRESENTATIVE	VOTER SERVICES REPRESENTATIVE	3	\$ 32,210.20	\$ 36,239.50	\$ 40,268.80	102	\$ 34,807.50	8.1%	\$ 45,249.75	24.9%	\$ 55,692.00	8.1%
SOLICITOR	VWAA II	VWAA II	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	110	\$ 51,426.53	10.9%	\$ 66,854.49	3.0%	\$ 82,282.45	10.9%
SOLICITOR	VWAA III	VWAA III	10	\$ 46,370.11	\$ 64,918.16	\$ 83,466.20	110	\$ 51,426.53	10.9%	\$ 66,854.49	3.0%	\$ 82,282.45	10.9%
SOLICITOR	VWAAIV	VWAAIV	11	\$ 51,934.53	\$ 72,708.34	\$ 93,482.15	112	\$ 56,697.75	9.2%	\$ 73,707.07	14.8%	\$ 90,716.40	9.2%
CLERK OF COURT	WAGE WITHHOLDING CLERK	WAGE WITHHOLDING CLERK	7	\$ 36,848.47	\$ 47,903.01	\$ 58,957.55	106	\$ 42,308.73	14.8%	\$ 55,001.35	14.8%	\$ 67,693.97	14.8%
PUBLIC WORKS	WATERSHED PROGRAM COORDINATOR	WATERSHED PROGRAM COORDINATOR	8	\$ 40,533.32	\$ 52,693.31	\$ 64,853.31	108	\$ 46,645.38	15.1%	\$ 60,638.99	15.1%	\$ 74,632.61	15.1%
COMMUNITY PLANNING & DEVELOPME	ZONING ADMINISTRATOR	ZONING ADMINISTRATOR	12	\$ 58,166.67	\$ 81,433.34	\$ 104,700.01	115	\$ 65,634.73	12.8%	\$ 85,325.15	4.8%	\$ 105,015.57	12.8%
COMMUNITY PLANNING & DEVELOPME	ZONING ANALYST	ZONING ANALYST	6	\$ 33,498.61	\$ 43,548.19	\$ 53,597.77	105	\$ 40,294.03	20.3%	\$ 52,382.24	20.3%	\$ 64,470.45	20.3%
ADMINISTRATION		DEPUTY COUNTY MANAGER					130	\$ 136,449.89		\$ 177,384.86		\$ 218,319.83	



Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	October 31, 2023	Meeting Date:	November 7, 2023
Legal Review	Patrick Wright via email	Date:	November 1, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 31, 2023
Finance Review	Stacey Hamm via email	Date:	October 31, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Acceptance of South Carolina Department of Veterans' Affairs Grant Awards		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of acceptance of grant awards for the following:

1. McEntire Air Force Base-Firefighter Temp Housing - \$432,139.00
2. Fort Jackson-Centennial Park - \$1,145,466,53.00

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no fiscal impact associated with acceptance of the awards, as the County will act as a pass through for the funds.

Applicable department/grant key and object codes: Not applicable.

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:

There are no associated regulations associated with the letter of support.

MOTION OF ORIGIN:

“Ms. McBride moved to approve items 10(a)(1), 10(a)(2), 10(a)(3), and 10(a)(4).”

Council Member	The Honorable Yvonne McBride, District 3
Meeting	Special Called
Date	August 29, 2023

STRATEGIC & GENERATIVE DISCUSSION:

At its August 29, 2023 Special Called Meeting, County Council approved letters of support for two South Carolina Department of Veterans’ Affairs grant projects.

On Tuesday, October 31, 2023, the County received notification of the award for the following grants:

1. McEntire Air Force Base-Firefighter Temp Housing-\$432,139.00
2. Fort Jackson-Centennial Park-\$1,145,466,53.00

Staff recommends approval of the awards in support of its military community.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments
 - Build relationships with non-governmental organizations, municipalities, state, and federal organizations, across all departments to determine points of parity
- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities
 - Evaluate how Richland County may support other community partners to provide services to enhance the quality of life for Richland County residents.

ATTACHMENTS:

1. Minutes – Special Called Meeting – 29 August 2023
2. Grant Award Letters

f. The Honorable Joseph M. Strickland v. Richland County Legislative Delegation, Richland County, et al.

7. **CITIZENS' INPUT**

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

8. **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. Kim Murphy, 154 Old Laurel Lane, Chapin, SC 29036 – County Ordinance Procedures

9. **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 Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No signed up to speak.

b. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, LDE LLC, and Shop Grove 1 LLC (formerly known as Project Growth) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park 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 2222 Main LLC, a company formerly known to the County as Project Main View; and other related matters – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

Mr. Leonardo Brown, County Administrator, noted he and other County Administrators throughout the State received an invitation from the SC Ethics Commission to provide training to the various department heads and elected officials. The training can be provided in person or virtually. He will provide additional details as they become available.

Mr. Michael Byrd, Emergency Management Director, provided an update on Hurricane Idalia and its projected effect on Richland County.

Mr. Brown indicated he met with the school districts, private schools, colleges/universities, etc., to coordinate plans affecting the community and employees. The school districts will have early releases on Wednesday and delayed starts on Thursday. If they have business to conduct with the County, the community is encouraged to do so by noon to limit the number of individuals on the roads.

a. Administrator's Nomination: Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)

1. County Administrator's Office – South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support – Mr. Brown stated the County has received a request from the SC Military Department Director of Strategic Initiatives to provide a letter of support to seek funding to provide enhancements to the TAG Complex at 1 National Guard Road in Columbia. The proposal is to repurpose an existing facility (formerly leased by Dominion Energy) for community outreach and improved service member, veteran, and family services support. Staff recommends approval of this item.
2. Community Planning & Development – Conservation: Mitigation Bank Credit Sales – JLAM Blythewood Investors – Mr. Brown stated staff is recommending approval of the request to purchase 3.7 wetland credits for the development of the Richland Logistics Center in Richland County at a rate of \$20,000 per credit.
3. Community Planning & Development – Conservation: Mitigation Bank Credit Sales – J&C Investments, LLC – Mr. Brown stated staff is recommending approval of the request to purchase 3.9 wetland credits for the expansion of a commercial facility in Lexington County at a rate of \$20,000 per credit.
4. Office of the County Administrator – Military Enhancement Plan Grant Proposal -McEntire Joint National Guard Base – Grant Letter of Support – Mr. Brown stated staff is recommending approval of the letter of support for grant funding for the modular temporary housing units for dedicated firefighters at McEntire Joint National Guard Base.

Ms. McBride moved to approve items 10(a)(1), 10(a)(2), 10(a)(3), and 10(a)(4), seconded by Ms. English. In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. English moved to reconsider items 10(a)(1), 10(a)(2), 10(a)(3), and 10(a)(4), seconded by Ms. Terracio.

Military Enhancement Plan Grant Award Letter



Attachment 2

October 30, 2023

Leonardo Brown
2020 Hampton Street
Columbia, SC 29204

Re: Award of Military Enhancement Plan Grant

Dear Mr. Brown,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$1,145,466.53 for the completion of the Centennial Park Project from the Military Enhancement Plan.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than November 16, 2023. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the completion of Centennial Park. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Plan. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please contact Sandy Claypoole at sandy.claypoole@scdva.sc.gov.

Sincerely,

Todd B. McCaffrey
Major General, U.S. Army (Ret)
Secretary, South Carolina Department of Veterans' Affairs

Military Enhancement Plan Grant Award Agreement



This Grant Award Agreement (Agreement) is made and entered into as of the 30th day of October, 2023, (Effective Date) by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Richland County (County).

1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of \$1,145,466.53 Dollars from the Military Enhancement Plan.

2. Purpose of Grant

The purpose of this Grant is to complete the Centennial Park project on Fort Jackson.

3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$1,145,466.53 to Richland County via SCEIS following the signing of this agreement.

4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of completion of the Centennial Park project on Fort Jackson. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for completion of the Centennial Park project on Fort Jackson. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

8. Unexpended Funds

Any unexpended Grant funds remaining after completion of the Centennial Park project on Fort Jackson shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.

11. Publicity

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

13. Scope of Agreement

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

16. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

17. Notices

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole sandy.claypoole@scdva.sc.gov

If to the County: [Name] [Email Address] _____
or to such other email address as either party may designate in writing from time to time.

18. Headings

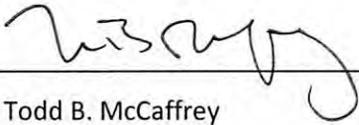
The headings in this Agreement are for convenience only and shall not affect its interpretation.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature  _____

Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County

Signature _____

Printed Name: _____

Title: _____

Military Enhancement Plan Grant Award Letter



October 30, 2023

Leonardo Brown
2020 Hampton Street
Columbia, SC 29204

Re: Award of Military Enhancement Plan Grant

Dear Mr. Brown,

The South Carolina Department of Veterans' Affairs (SCDVA) is pleased to inform you that a Grant has been approved in the amount of \$432,139.00 from the Military Enhancement Plan for the completion of the Firefighter Temporary Housing at McEntire Joint National Guard Base.

This letter and the attached Agreement contain the terms and conditions of accepting our Grant. Please read the Agreement carefully, sign, and return no later than November 16, 2023. After we receive your signed Agreement, SCDVA will disburse your Grant funds via SCEIS. Please contact SCDVA if you require assistance in registering as a vendor in SCEIS.

The Grant funds must be used specifically for the completion of Firefighter Temporary Housing. You may submit a written request to change the scope of the Grant as described in the Agreement. Unexpended funds must be returned to the Military Enhancement Plan. You must file the attached Quarterly Accounting Report with SCDVA until all Grant funds are exhausted. If you delegate any requirements to a subawardee, you remain responsible for assuring they are completed.

If you have any questions, please contact Sandy Claypoole at sandy.claypoole@scdva.sc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd B. McCaffrey', is positioned above the typed name and title.

Todd B. McCaffrey
Major General, U.S. Army (Ret)
Secretary, South Carolina Department of Veterans' Affairs

Military Enhancement Plan Grant Award Agreement



This Grant Award Agreement (Agreement) is made and entered into as of the 30th day of October, 2023, (Effective Date) by and between the South Carolina Department of Veterans' Affairs (SCDVA) and Richland County (County).

1. Grant Amount

SCDVA agrees to grant to the County and the County agrees to accept from SCDVA a grant in the amount of \$432,139.00 from the Military Enhancement Plan.

2. Purpose of Grant

The purpose of this Grant is for modular temporary housing units for dedicated firefighters during the renovation of their firehouse at McEntire Joint National Guard Base.

3. Disbursement of Grant Funds

SCDVA will disburse the total funds of \$432,139.00 to Richland County via SCEIS following the signing of this agreement.

4. Use of Grant Funds

The County shall use the Grant funds solely for the purpose of modular temporary housing units for dedicated firefighters during the renovation of their firehouse at McEntire Joint National Guard Base. The County shall not use the Grant funds for any other purpose. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the funds are used for modular temporary housing units for dedicated firefighters during the renovation of their firehouse at McEntire Joint National Guard Base. Failure to do so may result in recoupment of the grant amount, disqualification from future Grant applications, or both.

5. Reporting Requirements

The County shall submit to SCDVA quarterly progress reports on the designated Quarterly Accounting Form. The County shall submit the Quarterly Accounting Form until such time as the Grant funds are exhausted. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the Quarterly Accounting Form is submitted. Failure to do so may result in disqualification from future Grant applications.

6. Audit Requirements

The County shall allow SCDVA, the State Auditor's Office, or any designee to audit the use of the Grant funds at any time until the Grant funds are exhausted and for a period of three years thereafter. If the funds are disbursed to a subawardee, the County remains responsible for ensuring the records are maintained.

7. Grant Amendment

Awards may be amended in Scope. The County must return unexpended funds resulting from any amendment to SCDVA. SCDVA will not approve increases to the Grant amount.

8. Unexpended Funds

Any unexpended Grant funds remaining after completion of modular temporary housing units for dedicated firefighters during the renovation of their firehouse at McEntire Joint National Guard Base shall be returned to the Military Enhancement Plan. If the funds are disbursed to a subawardee, the County remains responsible for the return of unexpended funds.

9. Delegation

If Grant funds are passed through to a subawardee, you remain responsible for assuring requirements in this Agreement are met.

10. Termination

SCDVA may terminate this Grant and request the return of unspent funds if the County fails to comply with any of the terms of this Agreement.

11. Publicity

The County may publicize the Grant in recognition of Military Enhancement Plan support. SCDVA and the County may each disclose the other party's name and the amount of the Grant in internal and external communications. Neither party will may use any other public communications related to the Grant without the prior written consent of the other party.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

13. Scope of Agreement

This agreement governs only the award of the Grant under the Military Enhancement Plan. This agreement does not govern any other relationships between SCDVA and the County.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings between the parties, whether written or oral.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

16. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

17. Notices

All notices and other communications under this Agreement shall be in writing and shall be delivered via email.

If to SCDVA: Sandy Claypoole sandy.claypoole@scdva.sc.gov

If to the County: [Name] [Email Address] _____

or to such other email address as either party may designate in writing from time to time.

18. Headings

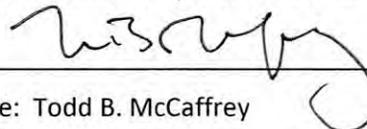
The headings in this Agreement are for convenience only and shall not affect its interpretation.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For SCDVA

Signature  _____

Printed Name: Todd B. McCaffrey

Title: Secretary, South Carolina Department of Veterans' Affairs

For the County

Signature _____

Printed Name: _____

Title: _____

2024 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
2	REGULAR SESSION – 6:00 PM
25-26	COUNCIL RETREAT
FEBRUARY:	
6	REGULAR SESSION – 6:00 PM
13	SPECIAL CALLED – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
7	REGULAR SESSION – 6:00 PM (FY24-25 BUDGET – 1 ST READING)
9	BUDGET WORK SESSION: ENTERPRISE FUND AND COST ALLOCATION PLAN – 3:00 PM
14	BUDGET WORK SESSION: GENERAL FUND – 3:00 PM
14	SPECIAL CALLED – 6:00 PM
16	BUDGET WORK SESSION: GRANTS AND SPECIAL REVENUE – 3:00 PM
21	COMMITTEES – 5:00 PM
21	ZONING PUBLIC HEARING – 7:00 PM
23	SPECIAL CALLED – 6:00 PM (FY24-25 BUDGET – PUBLIC HEARING)
JUNE:	
4	REGULAR SESSION – 6:00 PM
6	SPECIAL CALLED – 6:00 PM (FY24-25 BUDGET - 2 ND READING)
18	REGULAR SESSION – 6:00 PM (FY24-25 BUDGET – 3 RD READING)
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
JULY:	
2	SPECIAL CALLED – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM

AUGUST 27	SPECIAL CALLED – 6:00 PM
SEPTEMBER:	
10	SPECIAL CALLED – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
OCTOBER:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
NOVEMBER:	
12	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
21	COMMITTEES – 5:00 PM
21	ZONING PUBLIC HEARING – 7:00 PM
DECEMBER:	
3	REGULAR SESSION – 6:00 PM
10	SPECIAL CALLED – 6:00 PM
17	COMMITTEES – 5:00 PM
17	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets on the first Monday of each month. Please contact the Planning Department at (803) 576-2190 or planningcommission@rcgov.us for further information.

Visit our Website at www.richlandcountysc.gov for updated information.

For more information, please contact the Clerk of Council’s Office at (803) 576-2060.

Richland County Council Request for Action

Subject:

Case # 23-030MA
Fan Disharoon
OI to RS-LD (0.37 Acres)
1528 Legrand Road
TMS # R19100-07-01

Notes:

First Reading: October 24, 2023
Second Reading:
Third Reading:
Public Hearing: October 24, 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 # R19100-07-01 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) 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 # 19100-07-01 from Office and Institutional District (OI) 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: October 24, 2023
First Reading: October 24, 2023
Second Reading: November 7, 2023
Third Reading: November 14, 2023

Richland County Council Request for Action

Subject:

Case # 23-037MA
Ernesto Martinez
GC to RM-MD (0.46 Acres)
226 Jamaica Street
TMS # R19813-03-04

Notes:

First Reading: October 24, 2023
Second Reading:
Third Reading:
Public Hearing: October 24, 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 # R19813-03-04 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); 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 # 19813-03-04 from General Commercial District (GC) to Residential Multi-Family Medium Density District (RM-MD).

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: October 24, 2023
First Reading: October 24, 2023
Second Reading: November 7, 2023
Third Reading: November 14, 2023

Richland County Council Request for Action

Subject:

Department of Public Works - Engineering Division - Briarsgate Circle

Notes:

October 24, 2023 – The Development and Services Committee recommended Council approve Public Works' request to transfer a portion of the right-of-way on Briarsgate Circle to the South Carolina Department of Transportation (SCDOT) for the Carolina Cross Roads Project.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Shirani Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	October 2, 2023	Meeting Date:	October 24, 2023
Legal Review	Patrick Wright via email	Date:	October 6, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 9, 2023
Finance Review	Stacey Hamm via email	Date:	October 11, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Development & Services		
Subject	Carolina Crossroads- Briarsgate Cir Right-of-Way		

RECOMMENDED/REQUESTED ACTION:

Public Works is requesting that County Council approve the transfer of a portion of the right-of-way on Briarsgate Circle to the South Carolina Department of Transportation (SCDOT) for the Carolina Cross Roads Project.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no cost associated with this request.

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 association of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The South Carolina Department of Transportation (SCDOT) is requesting 809 square feet (0.019 acres) of the southern portion of the County maintained road Briarsgate Circle at the intersection of Broad River Rd to be transferred to their ownership for the re-alignment of the I-20 interchange (Carolina Cross Roads Project). An exhibit is attached illustrating the request. The northern connection of Briarsgate Circle to Broad River Road is signalized and will be improved to accommodate traffic. The southern connection of Briarsgate Circle to Broad River Road will be closed since this is a part of the new I-20 onramp.

Public Works, Community Planning & Development, Emergency Management, and the Sheriff's Department reviewed the request. County staff has no opposition to the request.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- 1.5 Collaborate with other governments
- 4.3 Create excellent facilities

ATTACHMENTS:

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

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Road/Route **I-20/I-26/I-126**
Project ID No. **P027662**
Tract **905**

QUITCLAIM

Approximate Survey Stations

405+00 To 406+00 Right
US 176 (Broad River Road)

To _____

To _____

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

All that certain piece, parcel or lot of land, including all improvements thereon, if any, including rights of access as may be needed for controlled access facilities, containing 809 square feet (0.019 acre) of land, owned by Richland County, and shown as the "Area of Acquisition" on Exhibit "A", attached hereto and made a part hereof. This being a portion of the Dedicated Right of Way for Briargate Circle shown on a plat recorded in Plat Book 1760 at page 2613 in the ROD Office for Richland County.

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

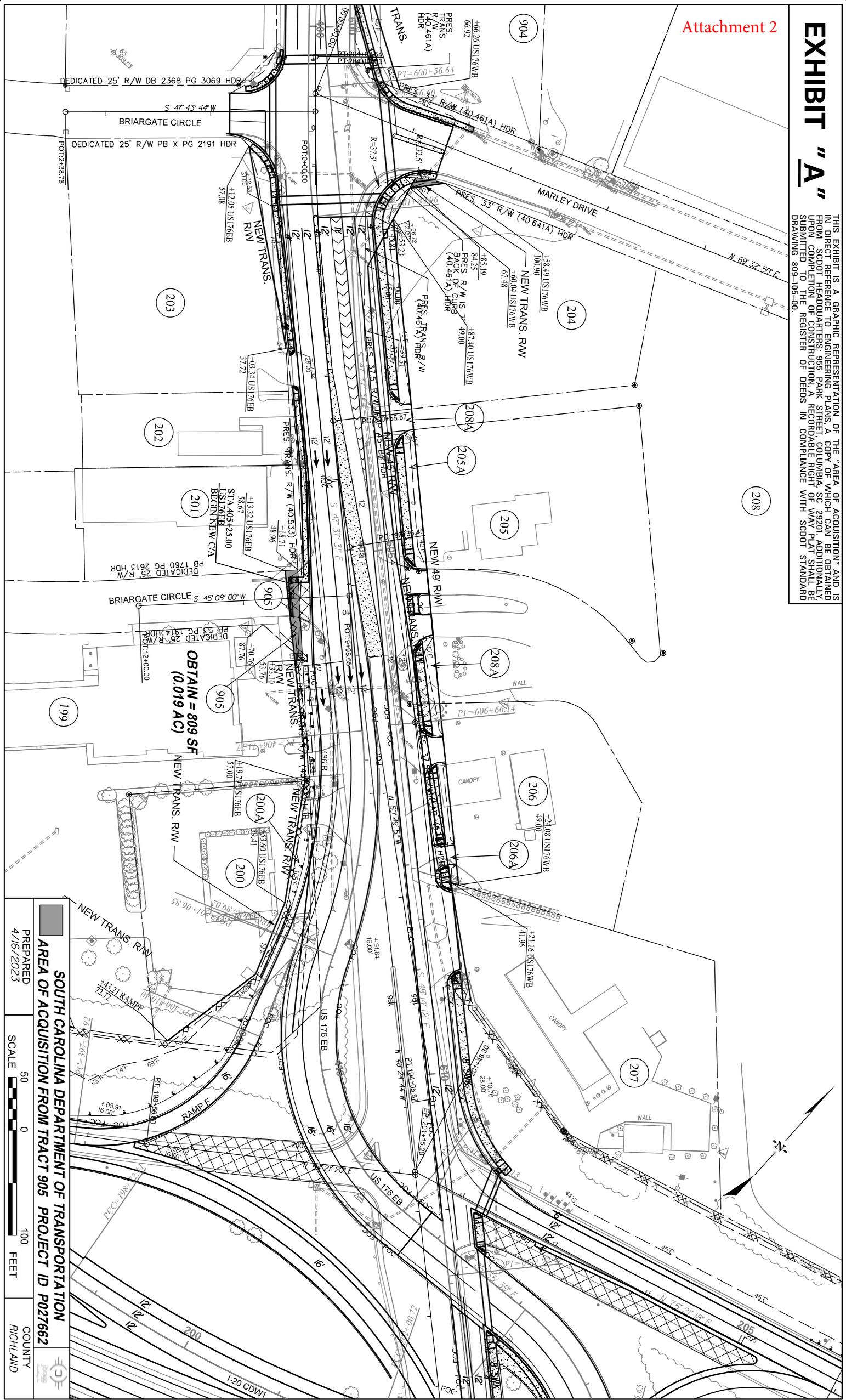
Date Checked _____ By _____

Project ID No. P027662 Tract 905

EXHIBIT "A"

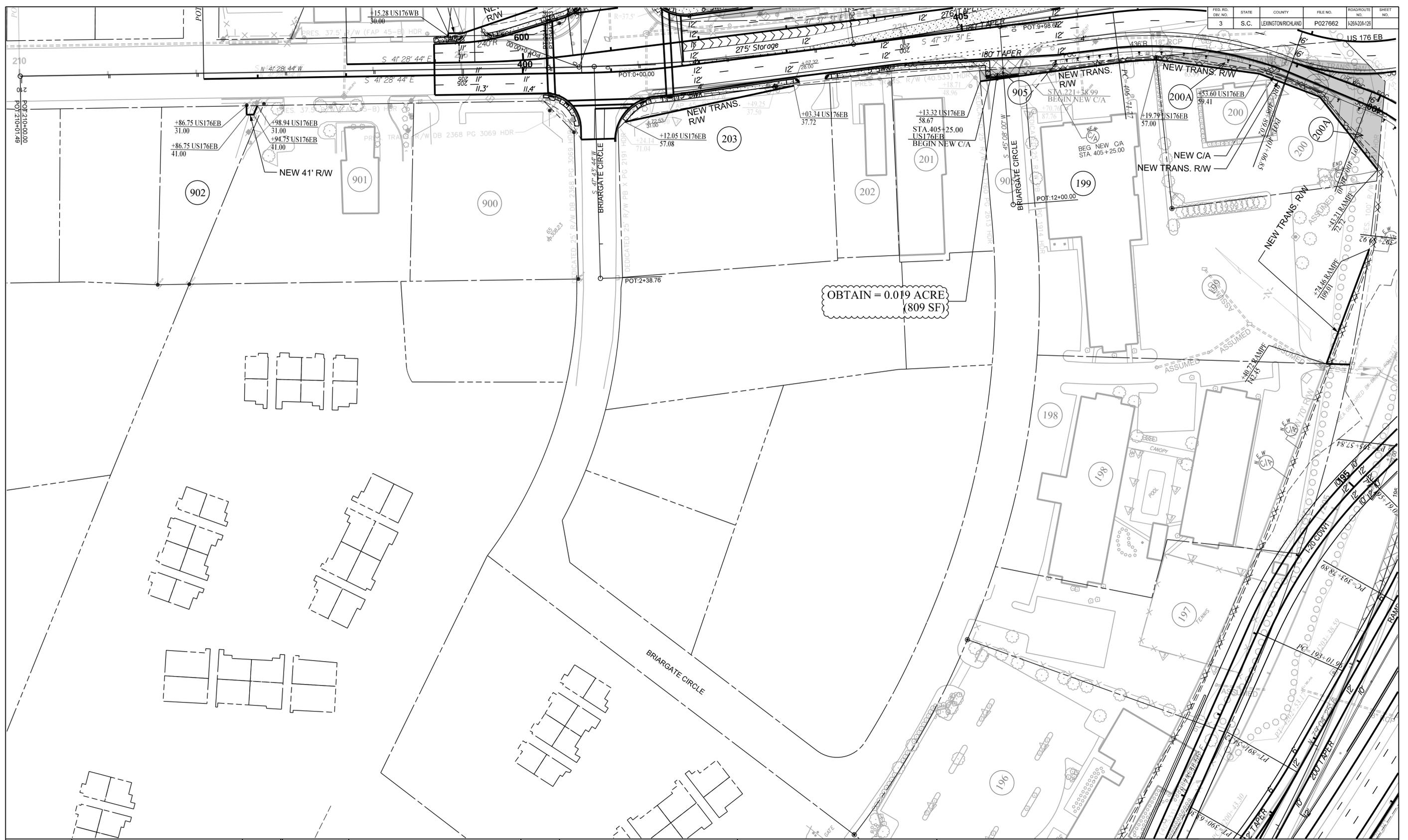
THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS. A COPY OF WHICH CAN BE OBTAINED FROM SCDDT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDDT STANDARD DRAWING 809-105-00.

Attachment 2



OBTAIN = 809 SF
(0.019 AC)

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 905 PROJECT ID P027662
PREPARED 4/16/2023
SCALE 1" = 100 FEET
COUNTY RICHLAND



TRACT(S)	ISSUED FOR	DATE	TRACT(S)	ISSUED FOR	DATE

PLANS PREPARED BY

PLANS PREPARED FOR

0 25 50 100

CAROLINA CROSSROADS

BRIARGATE CIRCLE AREA MAP

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

WAIVER OF RIGHTS

Road/Route **I-20/I-26/I-126**
Project ID No. **P027662**
Tract **905**

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

Witness our hand and seal this _____
day of _____, 2023.

In the presence of:

Richland County

1st Witness

(L.S.)

By Its: County Administrator

2nd Witness

Leonardo Brown

Richland County Council Request for Action

Subject:

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Ninety-Three Million Dollars (\$93,000,000), to fund the acquisition, construction, equipping, rehabilitation, and improvement of certain capital projects and to refund all or a portion of certain of the County's outstanding General Obligation Bonds; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

Notes:

First Reading: October 3, 2023

Second Reading: October 17, 2023

Third Reading:

Public Hearing:

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. _____ - 23HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED NINETY THREE MILLION DOLLARS (\$93,000,000), TO FUND THE ACQUISITION, CONSTRUCTION, EQUIPPING, REHABILITATION AND IMPROVEMENT OF CERTAIN CAPITAL PROJECTS AND TO REFUND ALL OR A PORTION OF CERTAIN OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: NOVEMBER 7, 2023

TABLE OF CONTENTS

SECTION 1. Findings.....1
SECTION 2. Authorization and Details of the Bonds.....2
SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator.....2
SECTION 4. Registrar/Paying Agent.....3
SECTION 5. Registration and Transfer.....3
SECTION 6. Record Date.3
SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds.....3
SECTION 8. Book-Entry System.....4
SECTION 9. Execution of Bonds.....5
SECTION 10. Form of Bonds.5
SECTION 11. Security for Bonds.5
SECTION 12. Exemption from State Taxation.....5
SECTION 13. Sale of Bonds, Form of Notice of Sale.5
SECTION 14. Deposit and Application of Bond Proceeds.....5
SECTION 15. Preliminary and Final Official Statement5
SECTION 16. Defeasance.....6
SECTION 17. Authority to Issue Bond Anticipation Notes.....7
SECTION 18. Details of Bond Anticipation Notes.....7
SECTION 19. Security for Bond Anticipation Notes.....9
SECTION 20. Tax and Securities Laws Covenants.9
SECTION 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts.....9
SECTION 22. Publication of Notice of Adoption of Ordinance.....10
SECTION 23. Retention of Bond Counsel and Other Professionals.....10
SECTION 24. Reimbursement from Bond Proceeds.10
SECTION 25. General Repealer.....10
SECTION 26. No Personal Liability.10

SCHEDULE I Capital Projects.....SI-1
EXHIBIT A Form of BondA-1
EXHIBIT B Form of BANB-1

ORDINANCE NO. _____ - 23HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED NINETY THREE MILLION DOLLARS (\$93,000,000), TO FUND THE ACQUISITION, CONSTRUCTION, EQUIPPING, REHABILITATION AND IMPROVEMENT OF CERTAIN CAPITAL PROJECTS AND TO REFUND ALL OR A PORTION OF CERTAIN OF THE COUNTY’S OUTSTANDING GENERAL OBLIGATION BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

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

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

(b) The County Bond Act further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum, then there are no conditions or restrictions with respect to the amount of general obligation debt incurred except those restrictions and limitations imposed in the authorization to incur such indebtedness;

(c) Pursuant to Title 11, Chapters 15 and 21, Code of Laws of South Carolina 1976, as amended (collectively, “Refunding Act” and together with the County Bond Act, the “Act”), the county council of any county of the State may issue refunding bonds to such extent as such that county shall be indebted by way of principal, interest and redemption premium upon any outstanding bonds, maturing or called for redemption, less all sinking funds and other moneys on hand applicable thereto at any time to effect the refunding of any of its outstanding bonds, but not sooner than one year from the date the outstanding bonds fall due or have been called for redemption, unless the county council finds that a savings can be effected through advanced refunding of the outstanding bonds.

(d) County Council has determined that it is in the best interest of the County to (i) acquire, construct, equip, rehabilitate and improve certain capital projects and assets in the County, as more

particularly described on Schedule I, or to undertake such other projects as are approved by Council in the County's capital improvement program (collectively, "Capital Projects"); and (ii) achieve debt service savings through a current refunding of all or a portion of the outstanding maturities of the County's General Obligation Bonds (Richland Library Projects) Series 2014A ("Refunded Bonds") issued in the original aggregate principal amount of \$35,590,000;

(e) The assessed valuation of all property in the County as of August 25, 2023 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$1,899,041,015. Eight percent of this assessed value is \$151,923,281 ("County's Bonded Debt Limit"). As of the date of this Ordinance, the County has outstanding no more than \$63,610,000 of general obligation indebtedness which counts against the County's Bonded Debt Limit ("Outstanding Eight Percent Debt"). As of the date of this Ordinance, the difference between the County's Bonded Debt Limit and its Outstanding Eight Percent Debt is \$88,313,281, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum;

(f) The Refunded Bonds were authorized by a majority vote of the qualified electors of the County in a referendum held on November 5, 2013, and the portion of general obligation debt authorized by this Ordinance and issued to refund the Refunded Bonds will not count against the County's Bonded Debt Limit;

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds and general obligation refunding bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed Ninety Three Million Dollars (\$93,000,000) for the purposes of: (i) funding the Capital Projects; (ii) refunding the Refunded Bonds; and (iii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. Authorization and Details of the Bonds. Pursuant to the Act, the County is authorized to issue not exceeding Ninety Three Million Dollars (\$93,000,000) in general obligation bonds and general obligation refunding bonds of the County to be designated as "General Obligation Bonds" or "General Obligation Refunding Bonds," as applicable (the "Bonds"), for the purposes set forth in Section 1(g) above. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

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

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

SECTION 4. Registrar/Paying Agent. Both the principal installments of and interest on the

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

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

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

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

SECTION 6. Record Date. The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

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

may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

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

SECTION 8. Book-Entry System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. Defeasance.

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

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

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

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

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

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

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

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

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the

holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

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

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

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

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

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

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

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

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

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

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

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

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

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

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

SECTION 20. Tax and Securities Laws Covenants.

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

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

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

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

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

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

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

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

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

SECTION 24. Reimbursement from Bond Proceeds.

(a) This Ordinance is the County’s official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Capital Projects listed on Schedule I on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN (“Expenditures”).

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

(c) The source of funds for the Expenditures with respect to the Capital Projects listed on Schedule I will be the County’s general fund or capital projects fund.

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

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

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

[Signature Page Follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: October 3, 2023
Second Reading: October 17, 2023
Public Hearing: November 7, 2023
Third Reading: November 7, 2023

SCHEDULE I

CAPITAL PROJECTS

Acquiring, constructing, equipping, rehabilitating and improving the Alvin S. Glenn Detention Center, a Family Services Center, a Voter Registration and Elections Commission and the South Carolina Department of Juvenile Justice facility.

EXHIBIT A
FORM OF BOND

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

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION [REFUNDING] BONDS
[TAXABLE] SERIES 2023

No. R-[]

Interest Rate []%	Maturity Date []	Issue Date [Closing Date]	Original CUSIP []
-----------------------	----------------------	------------------------------	-----------------------

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

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

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

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

private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 and Title 11, Chapter[s 15, 21 and] 27 Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [November 7], 2023 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

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

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

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

The Bonds maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, _____, shall be subject to redemption at the option of the County on or after _____ 1, _____, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each

Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (<u>both dates inclusive</u>)	<u>Redemption Price</u>
---	-------------------------

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

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

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

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

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile

or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2023

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

_____ as Registrar/Paying Agent

By: _____ Authorized Officer

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

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

UNIF GIFT MIN ACT - _____ (Cust)

Custodian _____ (Minor)

under Uniform Gifts to Minors Act _____ (State)

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

FORM OF ASSIGNMENT

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

DATED: _____

Signature Guaranteed: _____

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

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

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
[TAXABLE] SERIES 2023

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

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

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

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ _____ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [] duly adopted by the County Council of the County on [], 2023. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time,

form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the ____ day of _____, 2023.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

[SEAL]

ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: October 3, 2023

Second Reading: October 17, 2023

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 ANNETT HOLDINGS, INC., PREVIOUSLY IDENTIFIED AS PROJECT TRUCK (“SPONSOR”) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Annett Holdings, Inc., a company previously identified as Project Truck (“Sponsor”), desires to establish an operations, logistics, and training center in the County (“Project”) consisting of taxable investment in real and personal property of not less \$38 million, and the creation of 185, 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, a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on September 19, 2023 (“Resolution”), taken official action to identify the Project for the purposes of the FILOT Act and otherwise, and the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 3, 2023
Second Reading: October 17, 2023
Public Hearing: November 7, 2023
Third Reading: November 7, 2023

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

ANNETT HOLDINGS, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY 1, 2024

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	9
Section 5.2 Other Incentives.....	9
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 9
Section 7.2 Remedies on Default 10
Section 7.3 Reimbursement of Legal Fees and Other Expenses 10
Section 7.4 Remedies Not Exclusive 10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect 10
Section 8.2 Confidentiality 10
Section 8.3 Indemnification Covenants 11
Section 8.4 No Liability of County’s Personnel 11
Section 8.5 Limitation of Liability 12
Section 8.6 Assignment 12
Section 8.7 No Double Payment; Future Changes in Legislation 12
Section 8.8 Administration Expenses 12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 13
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 14
Section 10.4 Governing Law 14
Section 10.5 Headings 14
Section 10.6 Amendments 14
Section 10.7 Agreement to Sign Other Documents 14
Section 10.8 Interpretation; Invalidity; Change in Laws 14
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 15
Section 10.12 Waiver 15
Section 10.13 Business Day 15
Section 10.14 Agreement’s Construction 15

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Annett Holdings, Inc.	Section 1.1
Project Location	121 Shop Road Extension, Columbia SC 29209	Exhibit A-1
Tax Map No.	Portion of 16200-04-18	Exhibit A-1
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	Period beginning with the property tax year the Phase is placed in service and ending on the Phase Termination Date.	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$38,000,000	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	185	Section 1.1
<ul style="list-style-type: none"> • Investment Period 	5 years	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1
<ul style="list-style-type: none"> • Millage Rate 	550.2 mills	Section 4.1
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1
<ul style="list-style-type: none"> • Claw Back Information 	N/A	
Multicounty Park	Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, as amended	Section 1.1
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	40%	Section 5.1, Exhibit D
<ul style="list-style-type: none"> • Credit Term 	10 years	Section 5.1, Exhibit D
<ul style="list-style-type: none"> • Claw Back Information 	Percentage clawback of SSRC based on actual investment and job creation, compared with contract minimum investment and jobs, within 5-year investment period	Section 6.1, Exhibit E
Other Information	County assistance with new traffic light to the Project, if requested by the Sponsor	Section 5.2

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into as of **November 7, 2023**, but effective, as of January 1, 2024, 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 Annett Holdings, Inc., an S corporation organized and existing under the laws of the State of Iowa and previously identified as Project Truck (“*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 commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$38 million and the creation of not less than 185 new, full-time jobs;

(d) By an ordinance enacted on **November 7, 2023**, 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 as outlined in Section 8.8 of this Fee Agreement. 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, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$38 million.

“**Contract Minimum Jobs Requirement**” means not less than 185 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, which is anticipated but not required to begin on January 1, 2024, and 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, 2029.

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

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, as amended, supplemented, or modified through the date hereof, 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 Annett Holdings, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not

otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on June 6, 2023 and adopted an Inducement Resolution, as defined in the Act on October 3, 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 an operations, logistics, and training 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, 2024. 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, 2025, 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 550.2, 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.

Section 5.2. Other Incentives. The County shall use its best efforts to assist the Sponsor in its negotiations with the South Carolina Department of Transportation for the installment of a new traffic light at the Real Property before the Project commences.

**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:

Annett Holdings, Inc.
Attn: Jason Webb
150 Shop Grove Drive
Columbia, SC 29209
Jason.Webb@tmctrans.com

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, SC 29201
jwall@burr.com

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204
RUBLE.JEFF@richlandcountysc.gov

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
rayjones@parkerpoe.com

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

ANNETT HOLDINGS, INC.

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 34.63 acres, more or less, being more specifically shown on a Boundary Survey prepared for Annett Holdings, Inc. by Lindler Surveying, Inc., dated August 6, 2015 and recorded in the Office of the ROD for Richland County in Plat Book 2065 at Page 2630. Reference is hereby made to said plat for a more complete and description; all measurements being a little more or less.

SUBJECT TO that certain Declaration of Covenants, Restrictions, and Easements for Shop Grove Commerce Park dated September 8, 2011 and recorded September 12, 2011 in the Office of the Register of Deeds for Richland County in Book 1706 at Page 3610.

This being a portion of the same property conveyed to LDE, LLC by deed of Shop Road Holdings, LLC dated June 30, 2014 and recorded June 30, 2014 in the Office of the ROD for Richland County in Record Book 1955 at Page 2531.

Current TMS No.: 16200-04-18 (Portion of)

Property Address: 121 Shop Road Extension, Columbia, SC 29209

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

**40% OF THE FILOT PAYMENTS FOR EACH OF THE TEN (10) PROPERTY TAX YEARS BEGINNING WITH
THE [] TAX YEAR**

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period, a claw back shall be paid to the County which is calculated as follows:

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

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

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

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

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

For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$30,000,000 had been invested at the Project and 60 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 60/185 = 32.4%

Investment Achievement Percentage = \$30,000,000/\$38,000,000 = 78.9%

Overall Achievement Percentage = (32.4% + 78.9%)/2 = 55.65%

Claw Back Percentage = 100% - 55.65% = 44.35%

Repayment Amount = \$1,000,000 x 44.35% = \$443,500

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:

An Ordinance to adopt the text amendment recommendations of the Richland County Planning Commission to the 2021 Land Development Code, which will regulate development in the unincorporated areas of Richland County

Notes:

First Reading: October 3, 2023

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Aric Jensen	Title:	Assistant County Administrator
Department:	Administration	Division:	Planning & Development Services
Date Prepared:	October 24, 2023	Meeting Date:	November 7, 2023
Legal Review	Patrick Wright via email	Date:	September 20, 2023
Budget Review	Abhijit Deshpande via email	Date:	September 19, 2023
Finance Review	Stacey Hamm via email	Date:	September 19, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Second Reading – ORDINANCE NO. ____-23HR AN ORDINANCE TO ADOPT THE TEXT AMEMDMNT RECOMMENDATIONS OF THE RICHLAND COUNTY PLANNING COMMISSION TO THE 2021 LAND DEVELOPMENT CODE WHICH WILL REGULATE DEVELOPMENT IN THE UNINCORPORATED AREAS OF RICHLAND.		

RECOMMENDED/REQUESTED ACTION:

The Planning Commission recommends that County Council approve second reading for the proposed text amendments to the 2021 Land Development Code for the unincorporated areas of Richland County, in accordance with Title 6, Chapter 29 of the SC Code of Laws South Carolina Code.

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:

Clarion and Associates, who drafted the 2021 Land Development Code on behalf of Richland County, prepared the amendments recommended by the Planning Commission through an extension of the existing contract. It is anticipated that this service will not exceed 12 months and \$25,000; sufficient funds are available in the FY24 budget.

Applicable department/grant key and object codes: 1100230000-526500

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:

Richland County is obligated to follow all of the provisions of Title 6, Chapter 29 of the SC Code of Laws in consideration of any zoning map amendment or land development code text amendment.

MOTION OF ORIGIN:

“I move that County Council adopt the 2021 Land Development Code text amendments and the zoning map recommended by the 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.”

Council Member	The Honorable Jason Branham, District 1
Meeting	Regular Session
Date	April 4, 2023

STRATEGIC & GENERATIVE DISCUSSION:

Below is a summary of the Planning Commission’s recommendations to the County Council, and attached to this briefing is a copy of the translation table and the redlined text amendments. A summary of the process to date, including an updated schedule, is found in the Additional Comments for Consideration section.

M-1 Zone

- The single largest recommendation is to add the M-1 Zone back into the 2021 LDC text instead of following the adopted translation table. To accomplish this, it was necessary for the consultant to make minor, non-substantive changes the M-1 text and related sections to make it functional within the 2021 LDC format and structure. Part of this process included creating a new Zoning District category called “Legacy Districts”, with related rules and procedures limiting their application and preventing new “rezones” to the M-1 Legacy Zone (or any future Legacy District that a Council might create).

RT, HM, and AG Zone Densities, Minimum Lot Sizes, and Uses

- First, the Planning Commission recommends increasing the density in all three of the rural zoning designations.
 - The AG Zone currently requires a density equal to 6.7 acres per lot, and the Planning Commission recommends a density equal to 3 acres per lot
 - The HM Zone currently has a density equal to 3 acres per lot, and the Planning Commission recommends a density equal to 1.5 acres per lot
 - The RT Zone currently has a density equal to 1.3 acres per lot, and the Planning Commission recommends a density equal to 1.0 acre per lot.
- Second, the Planning Commission recommends adding a minimum lot size and a gross average lot size calculation for each zone to ensure that the density based zoning calculations don’t result in new lots that are incompatible with existing properties in the same zone.
 - As proposed, the minimum lot sizes are:
 - AG = 98,000 sq. ft
 - RT = 32,670 sq. ft

- HM = 50,000 sq. ft
 - And the gross average lot sizes are:
 - AG = 130,680 sq. ft
 - HM = 66,211 sq. ft
 - RT = 32,670 sq. ft.
- Lastly, the Planning Commission recommends allowing:
 - Animal Shelter uses with special requirements in AG and HM zones
 - Veterinary Hospital or Clinic uses with special requirements in AG, HM, and RT zones

Multi-unit Residential Dwellings and Manufactured Homes in R-2, R-3, and R-4 Zones

- The Planning Commission recommends removing:
 - 2-, 3-, and 4-dwelling unit residential uses from the R-2, R-3, and R-4 zones
 - Manufactured home uses from the R-2, R-3, and R-4 zones
 - Townhouse uses from the R-4 zone.

Clustering and Related Subdivision Compatibility Standards

- First, both the previous 2005 LDC and the current 2021 LDC as adopted allow a property owner to subdivide property into residential building lots that are smaller than was possible prior to 2005 as long as certain “clustering” criteria are met. The Planning Commission recommends removing the existing Cluster Development provisions that allow residential lots to be smaller than the minimum dimensional and/or width requirements of the zone in which they are located. This is part of the Commission’s effort to ensure that new development is not incompatible with existing development in the same zone.
- Second, the Planning Commission recommends modifying or removing various residential subdivision density bonuses to bring them current with industry practices and/or to ensure that new development is not incompatible with existing development in the same zone.
- Lastly, the Planning Commission recommends removing the Zero Lot Line Development provisions for single unit detached dwellings, so that every single family dwelling unit must have a side yard setback on both sides of the structure on its own lot.

Lot Size Ranges in R1, R2, R3 Zones

- The Planning Commission recommends adding a gross average lot size and a minimum and maximum lot size range for all new subdivisions in the R1, R2, and R3 zones in order to prevent incompatibility with existing development.
 - The gross average lot sizes are:
 - R1 = 32,750 sq. ft
 - R2 = 14,500 sq. ft
 - R3 = 7,260 sq. ft.
 - The minimum/maximum lot size ranges are:
 - R1 = 24,500/40,000 sq. ft
 - R2 = 11,000/18,000 sq. ft
 - R3 = 5,500/9,000 sq. ft.

Scrivener’s Errors, Formatting, and Related Revisions

It is anticipated that the proposed text amendments will also include non-substantive corrections in formatting, typography, and structure necessary for the operation of the Land Development Code as a body of work.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 4.1: Establish plans and success metrics that allow for smart growth

ADDITIONAL COMMENTS FOR CONSIDERATION:

Process Schedule

In 2016, the Richland County Council directed the County Administrator and his staff to prepare an update to the 2005 Richland County Land Development Code as recommended in the Comprehensive Plan. This process was substantially completed when the Coronavirus pandemic occurred in early 2020, but the disruption thereof affected the timing and public input process. In November 2021, the County Council approved the written portion of the new Land Development Code, but not the Zoning Map. Concurrently, a group of citizens approached the Council concerned that - due to the pandemic and the length of time elapsed since the process started - additional public participation was needed.

In March 2022, the County Council directed the County Administrator and his staff to “restart” the zoning map design process. In addition, the Council recommended that the Planning Commission (PC) consider and recommend amendments to the previously adopted 2021 Land Development Code (LDC) text.

In November 2022, the Planning Commission completed its portion of the “restart” process, and recommended a new Zoning Map and several Land Development Code text amendments to the Council.

From February 2023 through April 2023, Community Planning & Development staff held public information meetings throughout Richland County to inform the community of the proposed zoning map amendments.

On April 04, 2023, the County Council received a presentation from Planning Commission Chair Christopher Yonke on the proposed Zoning Map and LDC text amendments. At the same meeting, Council Chair Overture Walker assigned the proposed zoning map and LDC text amendments to the Development & Services (D&S) Committee for consideration and a recommendation to the full Council.

On May 23, 2023, the D&S Committee discussed the proposed zoning map, text, and approval process at length. There were no successful motions, and so the items carried forward to the next agenda. However, the Committee requested that the Planning Commission confirm the accuracy of the LDC text amendment ledger and correct any errors, and then resubmit it to the Committee.

On June 05, 2023, the Planning Commission Chair entered into the record a final version of the LDC text amendment ledger as requested by the Committee.

On June 27, 2023, the Development and Services Committee recommended to full Council the adoption of the Zoning Map, as recommended by the Planning Commission, with an effective date of May 7, 2024.

On July 11, 2023, the County Council held a work session, during which the Council Chair expressed a desire to have the Zoning Map and any subsequent text amendments approved by December 2023. Subsequently, Council considered and deferred First Reading for the Zoning Map to the special called meeting of September 12, 2023.

On September 12, 2023, the County Council approved First Reading and held a Public Hearing on the Zoning Map. Approximately 5 persons spoke in favor of Council approving the Zoning Map, and then as soon as possible thereafter approving the Planning Commission recommended text amendments. No individuals spoke in opposition.

On September 19, 2023, the County Council approved Second Reading for the Zoning Map.

The following is a Land Development Code Zoning Map and Text Amendments adoption schedule. *Italicized* actions are already completed.

<i>12 September</i>	<i>First Reading Zoning Map</i>
<i>12 September</i>	<i>Public Hearing Zoning Map</i>
<i>19 September</i>	<i>Second Reading Zoning Map</i>
<i>03 October</i>	<i>Third Reading Zoning Map</i>
<i>03 October</i>	<i>First Reading Text Amendments</i>
<i>24 October</i>	<i>Work Session Text Amendments</i>
07 November	Public Hearing Text Amendments
07 November	Second Reading Text Amendments
14 November	Third Reading Text Amendments

ATTACHMENTS:

1. Planning Commission ledger of text amendment recommendations

2021 LDC Zone Map Restart

Ledger of Recommended Text Amendments as Approved on November 07, 2022

Final Draft

Discussion Date	Topic	Recommendation
06-Jun-2022	Residential Uses	Remove duplex, 3-plex, and 4-plex uses from R2, R3, R4 zone designations; and to remove townhouse use from R4 zone.
08-Sep-2022	Residential Uses	Remove manufactured homes from R2 zoning district.
08-Sep-2022	Rural Lots	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.
08-Sep-2022	Rural Lots	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.
08-Sep-2022	Rural Lots	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.
08-Sep-2022	Subdivision Design	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.
03-Oct-2022	Rural Uses	Add "Animal shelter" permitted by right, subject to special requirements in the AG and HM zoning districts.
03-Oct-2022	Rural Uses	Add "Animal services; Veterinary hospital or clinic" permitted by right subject to special requirements in the AG, HM, RT zoning districts.
03-Oct-2022	Subdivision Design	Amend subsection 26-3.1(f)(4) which provides for zero lot line development and any other provisions for zero lot line development of detached single-family dwellings; and continue to allow zero lot line development where attached single-family dwelling units (e.g. townhomes) are allowed.
07-Nov-2022	Other	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.
07-Nov-2022	Rural Lots	Amend AG Zone standards: gross average lot size 130,680 square feet (3 acres); min lot size 98,000 square feet.
07-Nov-2022	Rural Lots	Amend HM Zone standards: gross average lot size 66,211.2 square feet (1.51 acres); min lot size 50,000 square feet.
07-Nov-2022	Rural Lots	Amend RT Zone standards: gross average lot size 43,560 square feet (1.0 acres); min lot size 32,670 square feet.
07-Nov-2022	Subdivision Design	Delete Sec 26-5.13 (c) (1) a. 1. For residential structures, an additional one story or 15 feet.
07-Nov-2022	Subdivision Design	Amend 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.
07-Nov-2022	Subdivision Design	Amend Sec 26-5.13 (c) (1) b. residential density in AG, HM, RT, and R1 from 30 percent to 15%.
07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Energy Conservation Schedule A "Use Central air conditioners that are SEER 17 or above.
07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Schedule B "Use vegetation or vegetated structures to shade HVAC Units for non-residential structures."
07-Nov-2022	Subdivision Design	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".
07-Nov-2022	Subdivision Design	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".

07-Nov-2022	Subdivision Design	Amend 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."
07-Nov-2022	Subdivision Design	Amend 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."
07-Nov-2022	Subdivision Design	Amend R1: gross average lot size 32,750 square feet (.752 acre); min/max lot size range 24,500 – 40,000 square feet.
07-Nov-2022	Subdivision Design	Amend R2: gross average lot size 14,500 square feet (.33 acre); min/max lot size range 11,000 – 18,000 square feet.
07-Nov-2022	Subdivision Design	Amend R3: gross average lot size 7,260 square feet (.167 acre); min/max lot size range 5,500 – 9,000 square feet.



Informational Agenda Briefing

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	October 31, 2023	Meeting Date:	November 7, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject:	Second Reading – ORDINANCE NO. ____-23HR AN ORDINANCE TO ADOPT THE TEXT AMENDMENT RECOMMENDATIONS OF THE RICHLAND COUNTY PLANNING COMMISSION TO THE 2021 LAND DEVELOPMENT CODE WHICH WILL REGULATE DEVELOPMENT IN THE UNINCORPORATED AREAS OF RICHLAND.		

On October 3rd, 2023, Council gave first reading by title only to Ordinance No. ____-23HR which would enact the Planning Commission's proposed text amendments to the 2021 Land Development Code (LDC).

On October 24th, 2023, Council held a work session and discussed the text amendments proposed by the Planning Commission. During the meeting, Vice Chair Mackey requested alternative language to the Green Incentives for EV Parking be prepared. Attached to this briefing is a redlined version of page 5-149, which proposes a charging station standard based on 2% of the total number of parking spaces provided, but with no fewer than 2 EV charging stations. Council may approve this option, propose a different option, accept the Commission's recommendation of 4 EV stations, or leave it at the adopted standard of 2 EV stations.

There are no other substantive changes proposed beyond what was discussed at the work session. However, there are several non-substantive items that need to be part of the ordinance amendment, which are as follows:

1. The effective date of the Ordinance appears in multiple locations within the LDC text body and must be updated dependent on the effective date of this Ordinance.
2. Within the LDC body are "trigger dates" based on the effective date of this Ordinance. Those dates will also need to be updated based on the effective date of this Ordinance.
3. Staff discovered some references to "Clustering" and "Cluster Development" that had not been previously marked for deletion. Those changes have now been made.
4. Lastly, page numbers, table numbers, reference links, and other non-substantive clerical corrections will be made on the final document after adoption.

ATTACHMENTS:

1. Draft Ordinance
2. Alternative Green Incentives EV Charging Station standards

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT, AS FOLLOWS: 1) ARTICLE 26-4, SECTION 26-4.2 (B), PRINCIPAL USE TABLE; 2) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.2, SPECIAL PURPOSE BASE DISTRICTS, (D), AG: AGRICULTURAL DISTRICT; 3) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.2, SPECIAL PURPOSE BASE DISTRICTS, (E), HM: HOMESTEAD DISTRICT; 4) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.3, RESIDENTIAL BASE DISTRICTS (C), RT: RESIDENTIAL TRANSITION DISTRICT; 5) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.3, RESIDENTIAL BASE DISTRICTS, (D), R1: RESIDENTIAL 1 DISTRICT; 6) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.3, RESIDENTIAL BASE DISTRICTS, (D), R2: RESIDENTIAL 2 DISTRICT; 7) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.3, RESIDENTIAL BASE DISTRICTS, (D), R3: RESIDENTIAL 3 DISTRICT; 8) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, RESIDENTIAL BASE DISTRICTS, (G), R4: RESIDENTIAL 4 DISTRICT; 9) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, RESIDENTIAL BASE DISTRICTS, (H), R5: RESIDENTIAL 5 DISTRICT; 10) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, RESIDENTIAL BASE DISTRICTS, (I), R6: RESIDENTIAL 6 DISTRICT; 11) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (C), RC: RURAL CROSSROADS DISTRICT; 12) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (E), MU1: NEIGHBORHOOD MIXED-USE DISTRICT; 13) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (E), MU2: CORRIDOR MIXED-USE DISTRICT; 14) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (F), MU3: COMMUNITY CROSSROADS DISTRICT; 15) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (G), GC: GENERAL COMMERCIAL DISTRICT; 16) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (H), EMP: EMPLOYMENT DISTRICT; 17) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (I), INS: INSTITUTIONAL DISTRICT; 18) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (J), LI: LIGHT INDUSTRIAL DISTRICT; 19) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (K), HI: HEAVY DISTRICT; 20) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NEIGHBORHOOD MASTER PLAN BASE DISTRICTS, (C), CC: CRANE CREEK NEIGHBORHOOD DISTRICT; 21) ARTICLE 26-5, GENERAL DEVELOPMENT STANDARDS, SECTION 26-5.4, OPEN SPACE SET-ASIDES, (G), ADDITIONAL REQUIREMENTS FOR NATURAL FEATURES PRESERVED AS OPEN SPACE SET-ASIDES, (3), OTHER PROVISIONS; 22) ARTICLE 26-6, LAND DEVELOPMENT (SUBDIVISION) STANDARDS, SECTION 26-6.3, MINIMUM DESIGN STANDARDS, (A), GENERAL, (1), DEVELOPMENT STANDARDS; 23) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.1 (F), SUPERSEDING DIMENSIONAL STANDARDS, (4) ZERO LOT LINE DEVELOPMENT; 24) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.1 (F), SUPERSEDING DIMENSIONAL STANDARDS, (5) CLUSTER DEVELOPMENT; 25) ARTICLE 26-5.13, GREEN DEVELOPMENT INCENTIVES, (C), INCENTIVES; 26) ARTICLE 26-5.13, GREEN DEVELOPMENT INCENTIVES, (E), MENU OF GREEN BUILDING FEATURES; 27) ARTICLE 26-3, ZONING DISTRICTS, SECTION 26-3.4, NONRESIDENTIAL AND MIXED-USE BASE DISTRICTS, (K), IS AMENDED TO INSERT M-1: LIGHT INDUSTRIAL DISTRICT; SO AS TO ADOPT THE TEXT AMEMDMMENT

RECOMMENDATIONS OF THE RICHLAND COUNTY PLANNING COMMISSION TO THE 2021 LAND DEVELOPMENT CODE WHICH WILL REGULATE DEVELOPMENT IN THE UNINCORPORATED AREAS OF RICHLAND.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-4. Section 26-4.2 (B), Principal Use Table; is hereby amended to read as follows:

Use Classification, Category, Type	OS	AG	HM	RT	R1	R2	R3	R4	R5	R6	RC	MU1	MU3	MU2	GC	EMP	INS	LI	HI	CC-1	CC-2	CC-3	CC-4	PD	PD-EC	PD-TND	Use-Specific Standards Sec. 26-4.2	
Residential																												
Household Living																												
Dwelling, Live-Work			SR								SR	SR	SR	SR	SR						P	P	P		A	A	A	(d)(2)a.1
Dwelling, Four-family						P	P	P	P	P											P	P	P		A	A	A	
Dwelling, Multi-family									P	P		P	P	P	P	SE						P	P		A	A	A	
Dwelling, Single-family detached		P	P	P	P	P	P	P													P	P	P		A		A	
Dwelling, Three-family						P	P	P	P	P											P	P	P		A		A	
Dwelling, Townhouse								SR	SR	SR						SE					P	P	P		A	A	A	(d)(2)a.2
Dwelling, Two-family						SR	SR	SR	SR	SR												P	P		A		A	(d)(2)a.3
Group home, Family			SR		SR	SR	SR	SR	SE					SR	SR	SR		A	A	A	(d)(2)a.4							
Manufactured home			SR	SR	SR	SR	SR																					(d)(2)a.5
Manufactured home park				SR	SR					SR																		(d)(2)a.6

Use Classification, Category, Type	OS	AG	HM	RT	R1	R2	R3	R4	R5	R6	RC	MU1	MU3	MU2	GC	EMP	INS	LI	HI	CC-1	CC-2	CC-3	CC-4	PD	PD-EC	PD-TND	Use-Specific Standards Sec. 26-4.2	
Public, Civic, and Institutional																												
Community Service																												
Animal shelter			SR	SR											SR		P	SR					P	A		A	(d)(3)a.1	
Community food services											P	P	P	P	P		P	P			P	P	P		A	A	A	
Community recreation center	SR	P	P	P	SR	P	SE		SR	P	P		A	A	A	(d)(3)a.2												
Correctional facility																	P	SE	SE									

Use Classification, Category, Type	OS	AG	HM	RT	R1	R2	R3	R4	R5	R6	RC	MU1	MU3	MU2	GC	EMP	INS	LI	HI	CC-1	CC-2	CC-3	CC-4	PD	PD-EC	PD-TND	Use-Specific Standards Sec. 26-4.2	
Commercial																												
Animal Services																												
Kennel			SR	SR	SR						SR	SR	SR	SR	SR			SR						SR	A		A	(d)(4)a.1
Pet grooming											SR	SR	SR	SR	P	SR	SR	P			SR	P		A	A	A	(d)(4)a.2	
Veterinary hospital or clinic			SR	SR	SR						SR	SR	SR	SR	SR		SR	P			SR	SR		A		A	(d)(4)a.3	

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.2, Special Purpose Base Districts, (d), AG: Agricultural District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard ^[1]	All Uses
Contiguous Area, min. (ac) ^[2]	35
Density, max. (du/acre)	0.15 33
<u>Gross Average Lot Area (sf)</u>	<u>130,680</u>
<u>Lot Area, min (sf)</u>	<u>98,000</u>
Lot Width, min. (ft)	240
Front Yard Setback, min. (ft)	50
Side Yard Setback, min. (ft)	20
Rear Yard Setback, min. (ft)	50
Building Height, max. (ft)	45 ^[3 2]

NOTES:

~~[1] Unless modified in accordance with Sec. 26-3.1(f)(5), Cluster Development.~~

[2-1] Lands rezoned to the AG district must, together with any contiguous lands zoned AG or HM, total 35 acres.

[3-2] Does not apply to silos, barns, windmills, or other similar structures used for agricultural purpose.

²Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.

Reference to Other Standards		
Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Off-Street Parking and Loading	Sec. 26-5.10	Signs
Landscaping	Sec. 26-5.11	Exterior Lighting
Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Cluster Development	Sec. 26-5.14	General Performance Standards
Design and Form Standards	Article 26-6	Land Development (Subdivision) Standards
Neighborhood Compatibility		

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.2, Special Purpose Base Districts, (e), HM: Homestead District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard ^[1]	All Uses
Density, max. (du/acre)	0.33 66
<u>Gross Average Lot Size (sf)</u>	<u>66,211</u>
<u>Lot Area, min. (sf)</u>	<u>50,000</u>
1 Lot Width, min. (ft)	150
2 Front Yard Setback, min. (ft)	50
3 Side Yard Setback, min. (ft)	20
4 Rear Yard Setback, min. (ft)	50
5 Building Height, max. (ft)	45 ^[2 1]

NOTES:

~~[1] Unless modified in accordance with Sec. 26-3.1(f)(5), Cluster Development.~~

[2 1] Does not apply to silos, barns, windmills, or other similar structures used for agricultural purpose.

Reference to Other Standards			
Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives

Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Article 26-6	Land Development (Subdivision) Standards
Sec. 26-5.7	Neighborhood Compatibility		

~~³Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.~~

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.3, Residential Base Districts (c), RT: Residential Transition District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard ^[1]	All Uses
Density, max. (du/acre)	0.67 1
<u>Gross Average Lot Size (sf)</u>	<u>43,560</u>
<u>Lot Area, min. (sf)</u>	<u>32,670</u>
1 Lot Width, min. (ft)	120
2 Front Yard Setback, min. (ft)	40
3 Side Yard Setback, min. (ft)	20
4 Rear Yard Setback, min. (ft)	50
5 Building Height, max. (ft)	45 ^[2 1]

NOTES:

~~[1] Unless modified in accordance with Sec. 26-3.1(f)(5), Cluster Development.~~

[2 1] Does not apply to silos, barns, windmills, or other similar structures used for agricultural purpose.

Reference to Other Standards			
Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

~~⁴Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.~~

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.3, Residential Base Districts, (d), R1: Residential 1 District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard ^[1]	All Uses
Density, max. (du/acre)	1.33
<u>Gross Average Lot Size (sf)</u>	<u>32,750</u>
<u>Lot Area, min. (sf)</u>	<u>24,500 40,000 ⁽¹⁾</u>
1 Lot Width, min. (ft)	50 ^[2]
2 Front Yard Setback, min. (ft)	40
3 Side Yard Setback, min. (ft)	20
4 Rear Yard Setback, min. (ft)	50
5 Building Height, max. (ft)	45 ^[3]

NOTES:

~~[1] Unless modified in accordance with Sec. 26-3.1(f)(5), Cluster Development.~~

[1] Lot area ranges applies only to property subdivided following the effective date of this Ordinance. See Sec. 26-6.3

(c) Lots.

[2] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley.

[3] Does not apply to silos, barns, windmills, or other similar structures used for agricultural purpose.

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

³Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.3, Residential Base Districts, (e), R2: Residential 2 District; is hereby amended to read as follows:

Density and Dimensional Standards

Standard	All Uses
Density, max. (du/acre)	3
Gross Average Lot Size (sf)	14,500
Lot Area, min. (sf)	11,000 18,000⁽¹⁾
1 Lot Width, min. (ft)	50 ^[4]
2 Front Yard Setback, min. (ft)	35
3 Side Yard Setback, min. (ft)	10 ⁽²⁾
4 Rear Yard Setback, min. (ft)	30
5 Building Height, max. (ft)	45

NOTES:

[1] Lot area ranges applies only to property subdivided following the effective date of this Ordinance. See Sec. 26-6.3

(c) Lots.

~~[2] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley; or if modified in accordance with Sec. 26-3.1(f)(5), Cluster Development.~~

~~[2] Unless modified in accordance with Sec. 26-3.1(f)(4), Zero Lot Line Development.~~

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

³Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.3, Residential Base Districts, (f), R3: Residential 3 District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard	All Uses
Density, max. (du/acre)	6
Gross Average Lot Size (sf)	7,260
Lot Area, min. (sf)	5,500 9,000^[1]
1 Lot Width, min. (ft)	50 ^[4]
2 Front Yard Setback, min. (ft)	20
3 Side Yard Setback, per side combined, min. (ft)	4 13 ^[2]
4 Rear Yard Setback, min. (ft)	20
5 Building Height, max. (ft)	45 ^[3]

NOTES:

~~[1] Lot area ranges applies only to property subdivided following the effective date of this Ordinance. See Sec. 26-6.3 (c), Lots.~~

~~[4] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley; or if modified in accordance with Sec. 26 3.1(f)(5), Cluster Development.~~

~~[2] Unless modified in accordance with Sec. 26 3.1(f)(4), Zero Lot Line Development.~~

Reference to Other Standards			
Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26 5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

~~³Gross average lot area standard and minimum lot area standards are new; reductions in standards for cluster development are no longer available and those refers are removed.~~

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Residential Base Districts, (g), R4: Residential 4 District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard	All Uses
Density, max. (du/acre)	9
1 Lot Width, min. (ft)	50 ^[1]
2 Front Yard Setback, min. (ft)	20
3 Side Yard Setback, per side combined, min. (ft)	4 13 ^[2]
4 Rear Yard Setback, min. (ft)	15
5 Building Height, max. (ft)	45

NOTES:

~~[1] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley; or if modified in accordance with Sec. 26 3.1(f)(5), Cluster Development~~

~~[2] Unless modified in accordance with Sec. 26 3.1(f)(4), Zero Lot Line Development.~~

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Residential Base Districts, (h), R5: Residential 5 District; is hereby amended to read as follows:

Density and Dimensional Standards

Standard	All Uses
Density, max. (du/acre)	12
1 Lot Width, min. (ft)	50 ^[1]
2 Front Yard Setback, min. (ft)	25
3 Side Yard Setback, per side combined, min. (ft)	7 14 ^[2]
4 Rear Yard Setback, min. (ft)	20
5 Building Height, max. (ft)	45

NOTES:

[1] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley; ~~or if modified in accordance with Sec. 26-3.1(f)(5), Cluster Development~~

~~[2] Unless modified in accordance with Sec. 26-3.1(f)(4), Zero Lot Line Development.~~

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Residential Base Districts, (i), R6: Residential 6 District; is hereby amended to read as follows:

Density and Dimensional Standards

Standard	All Uses
Density, max. (du/acre)	18
1 Lot Width, min. (ft)	50 ^[1]
2 Front Yard Setback, min. (ft)	25
3 Side Yard Setback, per side combined, min. (ft)	7 14 ^[2]
4 Rear Yard Setback, min. (ft)	20
5 Building Height, max. (ft)	Taller of 3 stories or 45 feet / 5 stories / 6 stories ^[3 2]

NOTES:

[1] There is no minimum lot width if vehicular access is provided to the rear of the lot from an abutting alley; ~~or if modified in accordance with Sec. 26-3.1(f)(5), Cluster Development~~

~~[2] Unless modified in accordance with Sec. 26-3.1(f)(4), Zero Lot Line Development.~~

~~3~~ 2 A building height of up five stories is allowed as a permitted use with special requirements, and a building height of six stories is allowed upon approval of a special exception permit, if 1) the building is located on a lot having a minimum area of one acre and a minimum width of 150 feet, 2) the building is set back at least 25 feet from all property lines, 3) the building does not project through imaginary planes leaning inward over the lot from the exterior lot lines of the parcel at angles at a slope of two feet vertical for each one foot horizontal, and 4) the building does not occupy more than 35 percent of the area of the lot upon which it is located, except the building may occupy up to 45 percent of the lot area if equivalent area over 35 percent is provided in the form of landscaped roof gardens, solariums, recreational spaces, and similar spaces.

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (c), RC: Rural Crossroads District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (d), MU1: Neighborhood Mixed-Use District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (e), MU2: Corridor Mixed-Use District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs

Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (f), MU3: Community Crossroads District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (g), GC: General Commercial District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (h), EMP: Employment District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (i), INS: Institutional District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (j), LI: Light Industrial District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XIX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (k), HI: Heavy District; is hereby amended to read as follows:

Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Neighborhood Master Plan Base Districts, (c), CC: Crane Creek Neighborhood District; is hereby amended to read as follows:

Table 26-3.5(c)(7): Reference to Other Standards

Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting
Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.5	Cluster Development	Sec. 26-5.14	General Performance Standards
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.15	Road Naming and Addressing
Sec. 26-5.7	Neighborhood Compatibility	Article 26-6	Land Development (Subdivision) Standards

SECTION XXI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-5, General Development Standards, Section 26-5.4, Open Space Set-Asides, (g),

Additional Requirements for Natural Features Preserved as Open Space Set-Asides, (3), Other Provisions; is hereby amended to read as follows:

~~(3) Other Provisions~~

~~For an area that is classified as Natural Feature and qualifies as a conservation area in accordance with the standards of Sec. 26-5.5, Cluster Development, the standards of both this section and Sec. 26-5.5, Cluster Development, apply. In case of conflict, the more restrictive standards apply.~~

SECTION XXII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-6, Land Development (Subdivision) Standards, Section 26-6.3, Minimum Design Standards, (a), General, (1), Development Standards; is hereby amended to read as follows:

(1) Development Standards

A subdivision shall comply with all applicable standards in this section, Article 26-3: Zoning Districts, and Article 26-5: General Development Standards including, without limitation, Sec. 26-5.1, Access, Mobility, and Connectivity; Sec. 26-5.4, Open Space Set-Asides; ~~Sec. 26-5.5, Cluster Development;~~ Sec. 26-5.7, Neighborhood Compatibility; and Sec. 26-5.12, Water Quality, except as provided in (i) below.

(c) Lots

Lots in a subdivision shall comply with the following standards:

(1) Zoning District Standards

a. All subdivision lots shall comply with the applicable standards for the zoning district in which they are located, including maximum density standards, in accordance with Article 26-3: Zoning Districts, ~~or Sec. 26-5.5, Cluster Development, as applicable.~~

b. If a septic or well system is to be used and the requirements of the South Carolina Department of Health and Environmental Control require that a lot be larger than is required by the zoning district regulations where the lot is located, the DHEC standards shall control.

SECTION XXIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.1 (F), Superseding Dimensional Standards, (4) Zero Lot Line Development; is hereby amended to read as follows:

~~(4) Zero Lot Line Development~~

~~Where indicated in this article, the dimensional standards for single family detached dwellings may be modified for zero lot line development in accordance with the standards in this section.~~

~~a. The lot proposed for zero lot line development must be under the same ownership as the adjacent lot at the time of initial construction, or the owner of adjacent properties must record an agreement or deed restriction, in writing, consenting to the development of zero setback. The maintenance and drainage easement required in subsection c below must be provided as part of this agreement and deed restriction.~~

~~b. The wall of a dwelling located on the lot line shall have no windows, doors, air conditioning units, or any other type of openings. An atrium or court shall be permitted on the zero lot line side if:~~

- ~~1.—~~ The atrium or court is enclosed by two walls of the dwelling unit; and
- ~~2.—~~ A solid wall that is a minimum of six feet in height and is constructed of the same materials as the dwelling unit is provided on the zero lot line extending to the front and/or rear of the dwelling unit.
- ~~c.—~~ A perpetual maintenance easement having a minimum width of five feet shall be provided on the lot adjacent to the zero lot line property, which shall be kept clear of structures. This easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs and footings may penetrate the easement on the adjacent lot a maximum of 24 inches if the roof is designed to control water runoff from the dwelling placed on the lot line by gutters or other approved methods.

SECTION XXIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.1 (F), Superseding Dimensional Standards, (4) Cluster Development; is hereby amended to read as follows:

~~(4) Cluster Development~~

~~Sec. 26-5.5, Cluster Development, establishes the need to group lots together within a development into one or more groupings surrounded by open space. Where indicated in this article, the dimensional standards for residential development may be modified for cluster development in accordance with the standards in this section.~~

~~a.—~~ In the AG, HM, RT, and R1 districts:

~~Residential lots created as part of a cluster development are eligible for a reduction of 75% of the dimensional standards of that district, whereas no lot width shall be less than 30 feet, front setback no less than 20 feet, side setback no less than 7 feet, and rear setback no less than 15 feet.~~

~~b.—~~ In the R2, R3, R4, R5, and R6 districts:

~~Residential lots created as part of a cluster development are eligible for the removal of the lot width standard.~~

SECTION XXV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-5.13, Green Development Incentives, (C), Incentives; is hereby amended to read as follows:

(c) Incentives

(1) Development integrating green development features in accordance with this section shall be eligible for the following incentives:

~~A~~ For nonresidential or mixed use structures, an increase in the maximum allowable height beyond the maximum allowed in the base zoning district, ~~as follows:~~

~~1.—~~ For residential structures, an additional one story or 15 feet.

~~b.-a~~ For nonresidential or mixed use structures, an additional Of one story or 18 feet.

~~e. b.~~ For residential or mixed-use structures in the R2, R3, R4, R5, R6, MU1, MU2, MU3, and GC, an increase in the maximum allowable residential density by ~~25~~ 10

percent; and for residential structures in the AG, HM, RT, and R1 districts an increase in the allowable residential density by ~~30~~ 15 percent.

- ~~d. c.~~ For nonresidential or mixed-use structures, a decrease in the required lot area by 10 percent.
- ~~e. d.~~ A reduction of 15 percent in the minimum off-street parking otherwise required by Sec. 26-5.2, Off-Street Parking and Loading.
- ~~f. e.~~ A reduction of the minimum front setback by eight or 15 feet; a reduction of the minimum side setback by one or three feet; and a reduction in the minimum rear setback by three or eight feet.

SECTION XXVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-5.13, Green Development Incentives, (E), Menu of Green Building Features; is hereby amended to read as follows:

(e) Menu of Green Building Features

One or more of the green building features in Table 26-5.13(e): Green Building Features, may be offered by an applicant for proposed development in accordance with Table 26-5.13(d): Green Building Incentives. The entry in the left-most column of Table 26-5.13(e): Green Building Features includes the number of Schedule A or Schedule B green building practices that can be counted towards an incentive. (For example, an entry of “BBB” means that the green building feature is credited as three green building practices from Schedule B.)

TABLE 26-5.13(e): Green Building Features

Schedule	Green Building Feature
Energy Conservation	
A	Install a “cool roof” for at least 50 percent of the total roof area of the primary buildings in a multi-building development. Cool roofs shall have a Solar Reflectance Index of 78 for flat roofs or 29 for roofs with a slope greater than 2:12
A	Use central air conditioners that are <u>Energy Star qualified with a SEER rating of 17 or greater.</u>
A	Use only solar or tankless water heating systems throughout the structure.
B	Provide skylights sufficient to ensure natural lighting is provided to at least 20 percent of the habitable rooms in the structure
B	Construct roof eaves or overhangs of three feet or more on southern or western elevations
B	Provide shade, open-grid pervious pavement, or solar-reflective paving on 50 percent of the total area of roads, sidewalks, and parking areas in the development
B	Use a structure design that can accommodate the installation and operation of solar photovoltaic panels or solar thermal heating devices (including appropriate wiring and water transport systems)
B	Use vegetation or vegetated structures to shade HVAC units <u>for non-residential structures</u>
B	Install mini-split unit air conditioner that meets Building Code requirements
B	Install airsource water heater
Alternative Energy	
AA	Generate a minimum of 50 percent of energy on-site by alternative energy (e.g., solar wind, geothermal)
A	Generate a minimum of 25 percent of energy on-site by alternative energy (e.g., solar wind, geothermal)
A	Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels
B	Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels
Green Building Certification Standards	
AAA	Construct the principal building(s) to meet or exceed LEED® Platinum, Certified High Performance Home (CHiP) Emerald, or comparable certification standards

TABLE 26-5.13(e): Green Building Features

Schedule	Green Building Feature
AA	Construct the principal building(s) to meet or exceed LEED® Gold, Certified High Performance Home (CHiP) Gold, or comparable certification standards
BB	Construct the principal building(s) to meet or exceed LEED® Silver, Certified High Performance Home (CHiP) Silver, or comparable certification standards

Water Conservation and Water Quality

AAA	Install a green vegetated roof on the primary building(s), or at least 50 percent of the primary buildings in a multi-building complex; green or vegetated roofs shall include vegetation on at least 50 percent of the roof area (25 percent for renovated buildings) and shall use only plant materials permitted by this Ordinance
A	Provide rain gardens, street-side swales, or other appropriate storm water infiltration system(s) that captures a minimum of 25 percent of site stormwater runoff
A	Use pervious pavement on a minimum of 50 percent of parking lot and driveway area in development
A	Include rain water capture and re-use devices such as cisterns, rain filters, and underground storage basins with a minimum storage capacity of 500 gallons for every two residential units
A	Provide rain gardens, vegetated strips, infiltration strips, or other appropriate storm water infiltration system(s) that accommodate a minimum of 25 percent of runoff
	Install a system for the reuse of non-potable water (greywater) designed to collect and reuse at least 75 percent of the total wastewater discharge from all of the following that are present on the site: bathtubs, showers, lavatories, clothes washers, laundry trays, and air conditioners (condensate)

Conservation Set-Asides

Setting aside as open space set-asides, subject to all design, maintenance, and ownership requirements in Sec. 26-5.4, Open Space Set-Asides, the percentage specified below of the total land area on the site that includes any of the following:

- Important historic sites, not currently determined eligible for or listed in the National Register of Historic Places;
- Existing healthy, mature forests of at least one contiguous acre. For purposes of this section, any stand of trees having at least eight healthy trees that have reached maturity shall be considered a healthy, mature forest, and the area of the forest shall be the area defined by the outer-most driplines of the trees in the stand;
- Contiguous areas surrounding groupings of grand trees, consisting of the smallest contiguous area extending at least 15 feet beyond the outer-most driplines of the trees in the grouping;
- Scenic view sheds of natural or historic features;
- Rock outcroppings that are at least three feet tall and at least five feet wide, measured as the horizontal land area covered by the exposed rock that includes the outcropping;
- Contiguous lands of at least one acre having prime agricultural soils, defined as Marlboro or Dothan loamy sands, or that are in productive agricultural use;
- Existing trails, and any abutting landscaping or wooded corridors, that connect the tract to neighboring areas;
- The land within a 30-foot extension of the required water quality buffer;
- Community gardens of at least 0.25 acres in size;
- Lands within ten feet of intermittent or perennial streams; and
- Restored ponds, including a buffer area extending ten feet from the edge of the pond.

ABB	100 percent or more
BB	At least 75 percent, but less than 100 percent
AB	At least 50 percent but less than 75 percent
B	At least 25 percent but less than 50 percent
A	At least 5 percent but less than 25 percent

Vegetation

AB	Retain a minimum of 50 percent of existing pre-development natural vegetation
A	Retain a minimum of 25 percent of existing pre-development natural vegetation
A	Remove all lawn or turf in favor of ground cover consisting of plant material or mulch
B	Limit turf grass to no more than 40 percent of the landscaped area

TABLE 26-5.13(e): Green Building Features

Schedule	Green Building Feature
Urban Agriculture	
A	Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet per dwelling unit
B	Provide a fenced, community garden space for employees at an office, for gardening purposes at a ratio of 15 square feet per employee
B	Provide a minimum of one on-site composting station for every 25 residential dwelling units
Building Materials	
AA	Source a minimum of 25 percent, by cost, of construction materials from recycled products or products manufactured, extracted, harvested, or recovered within 250 miles of the site
Transportation	
A	Provide a minimum of two 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
B	Provide a minimum of two 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
B	Provide more bicycle parking than required by Sec. 26-5.2(i)(1), Minimum Bicycle Parking Required while ensuring that all other bicycle parking standards required in Sec. 26-5.2, Off-Street Parking and Loading are met
Resiliency to Natural Hazards	
B	Equip the project with at least one alternative, independent source of electricity supply so that the project is capable of operating if a primary source of power experiences an interruption
A	If the project involves a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for post-flood recovery, design the facility to be protected and operable at the water levels represented by an 0.2 percent annual chance (500-year) flood
A	Elevate new and/or existing structures more than three feet above Base Flood Elevation
B	Install operable windows to allow for natural ventilation in the event of power failures

NOTES:

- [1] "AAA" means credited as provision of three Schedule A features, ""BB" means credited as provision of two Schedule B features, and so on.
- [2] LEED Certification is managed by the U.S. Green Building Council. Equivalent criteria include the International Code Council Green Construction Code, the National Green Building Standards, or other programs as determined by the Zoning Administrator.

SECTION XXVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article 26-3, Zoning Districts, Section 26-3.4, Nonresidential and Mixed-Use Base Districts, (K) is amended to insert), M-1: Light Industrial District; is hereby amended to read as follows:

Density and Dimensional Standards	
Standard ^[1]	All Uses
Density, max. (du/acre)	<u>None</u>
<u>Gross Average Lot Size (sf)</u>	<u>None</u>
<u>Lot Area, min. (sf)</u>	<u>None</u>
1 Lot Width, min. (ft)	<u>None</u>
2 Front Yard Setback, min. (ft)	<u>25</u>
3 Side Yard Setback, min. (ft)	<u>None</u>
4 Rear Yard Setback, min. (ft)	<u>10</u>
5 Building Height, max. (ft)	<u>None</u>

Reference to Other Standards			
Article 26-4	Use Regulations	Sec. 26-5.8	Agricultural Compatibility
Sec. 26-5.1	Access, Mobility, and Connectivity	Sec. 26-5.9	Fences and Walls
Sec. 26-5.2	Off-Street Parking and Loading	Sec. 26-5.10	Signs
Sec. 26-5.3	Landscaping	Sec. 26-5.11	Exterior Lighting

Sec. 26-5.4	Open Space Set-Asides	Sec. 26-5.13	Green Development Incentives
Sec. 26-5.6	Design and Form Standards	Sec. 26-5.14	General Performance Standards
Sec. 26-5.7	Neighborhood Compatibility	Sec. 26-5.15	Road Naming and Addressing
Article 26-6	Land Development (Subdivision) Standards		

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

Section XXX. 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: November 7, 2023
First Reading: October 3, 2023
Second Reading: November 7, 2023
Third Reading: November 14, 2023

Appendix 26-B: Legacy Districts

M-1: Legacy Light Industrial

Section B-1. Purpose

The M-1: Legacy Light Industrial district is established to accommodate wholesaling, distribution, storage, processing, light manufacturing, and general commercial or agricultural uses. The district also allows related structures and uses that are required to serve the needs of the principal uses on the site.

Section B-2. Intensity and Dimensional Standards

The following intensity and dimensional standards apply in the M-1 district, subject to the exceptions in Sec. 26-3.1(f), Superseding Dimensional Standards:

1. There is no maximum density standard.
2. There is no minimum lot area, except as required by DHEC (see Sec. 26-3.1(f)(3), DHEC Regulations).
3. There is no minimum lot width.
4. There is no maximum building height.
5. All structures on the site shall comply with a 25-foot front setback and 10-foot rear setback. There is no side setback requirement.

Section B-3. Use Standards¹⁰

Uses are permitted in the M-1 district in accordance with the following:

- (a) *General.* The Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions that follows, contains a listing of uses that may be permitted in one or more of the various zoning districts established by this article. Uses are listed in alphabetical order in eleven functional categories. The categories in order of their listing are: agricultural uses; residential uses; accessory uses and structures; recreational uses; institutional, educational and civic uses; business, professional and personal services; retail trade and food services; wholesale trade; transportation, information, warehousing, waste management, and utilities; manufacturing, mining, and industrial uses; and, other uses.
- (b) *Symbols used.* The districts in which a particular use is permitted (with or without special requirements), are indicated by a "P", "SR", or "SE" in the district column(s) opposite the listed use. Blank spaces in the district column under any proposed use

¹⁰ This section copies the text of Sections 26-141 of the previous LDC and the permitted use Table at Table 26-V-2, except the columns for all districts except M-1 have been removed, and references to the amending ordinance (in red in the prior LDC) have been removed. **Note to staff:** There is a sentence which states "The listing of the numerical references (in the NAICS) utilized is found in Appendix I." We have highlighted that sentence in the text, but Appendix I is not included in the copy of the LDC that we have and we could not locate it. Could you share, or should we update the reference?

indicates that the use is NOT permitted in that particular zoning district.

- (c) *Meaning of symbols.* The meaning of the symbols in the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions are as follows:
 - (1) *P.* Means the indicated use is permitted in the indicated district.
 - (2) *SR.* Means the indicated use is permitted provided special additional standards set forth in this chapter are met. These standards are contained in Article VI., Supplemental Use Standards.
 - (3) *SE.* Means the indicated use is permitted in the indicated district, subject to approval of a special exception by the board of zoning appeals (Section 26-56 of this chapter). Minimum conditions that must be met in order for the board to grant a special exception are listed in Article VI., Supplemental Use Standards.
- (d) *North American Industry Classification System (NAICS).* The *North American Industry Classification System, United States Manual – 2002 Edition (NAICS)* was utilized in the preparation of the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions. **The listing of the numerical references (in the NAICS) utilized is found in Appendix I.** This listing and the 2002 NAICS manual shall be consulted as a guide for the purpose of interpretation by the zoning administrator when necessary. The NAICS number in the appendix refers to the corresponding NAICS classification for that particular use. Listings with a “000000” in the NAICS column do not correspond to any classification manual, but rather are identified uses of local significance.
- (e) *Relationship to other laws.* The listing of a use in the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions in no way relieves that use of having to meet all local, state, and federal laws pertaining to the establishment and operation of that use.
- (f) *Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions.* See Table 26-BV-2.

USE TYPES	M-1
Agricultural Uses	
Animal Production	P
Animal Production Support Services	P
Crop Production	P
Crop Production Support Services	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Fish Hatcheries	P
Forestry	P
Forestry Support Services	P
Poultry Farms	P
Produce Stands	P
Swine Farms	P
Veterinary Services (Livestock)	P
Residential Uses	
Accessory Dwellings	SR
Common Area Recreation and Service Facilities	
Continued Care Retirement Communities	
Dormitories	
Dwellings, Conventional or Modular	
Duets	
Multi-Family, Not Otherwise Listed	
Single-Family, Detached	
Single-Family, Zero Lot Line, Common	
Single-Family, Zero Lot Line, Parallel	
Townhouses	
Two-Family	
Dwellings, Manufactured Homes on Individual Lots	SE
Fraternity and Sorority Houses	
Group Homes (9 or Less)	
Group Homes (10 to 15)	
Manufactured Home Parks	
Rooming and Boarding Houses	
Special Congregate Facilities	
Accessory Uses and Structures	
Accessory Uses and Structures (Customary) – See Also Sec. B-6	P
Home Occupations	
Swimming Pools	
Yard Sales	
Recreational Uses	
Amusement or Water Parks, Fairgrounds	SR
Amusement Arcades	P
Athletic Fields	P
Batting Cages	SR
Billiard Parlors	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Bowling Centers	P
Clubs or Lodges	P
Country Clubs with Golf Courses	SR
Dance Studios and Schools	P
Go-Cart, Motorcycle and Similar Small Vehicle Tracks	P
Golf Courses	SR
Golf Courses, Miniature	P
Golf Driving Ranges (Freestanding)	SR
Hunt Clubs	
Marinas and Boat Ramps	P
Martial Arts Instructional Schools	P
Physical Fitness Centers	P
Public or Private Parks	SR
Public Recreation Facilities	SR
Racetracks and Drag Strips	
Riding Stables	P
Shooting Ranges, Indoor	P
Shooting Ranges, Outdoor	
Skating Rinks	P
Swim and Tennis Clubs	P
Swimming Pools	
Institutional, Educational and Civic Uses	
Ambulance Services, Emergency	P
Ambulance Services, Transport	P
Animal Shelters	SR
Auditoriums, Coliseums, Stadiums	P
Bus Shelters/Bus Benches	SR
Cemeteries, Mausoleums	SR
Colleges and Universities	
Community Food Services	P
Correctional Institutions	P
Courts	
Day Care, Adult, Home Occupation (5 or Fewer)	
Day Care Centers, Adult	SR
Day Care, Child, Family Day Care, Home Occupation (5 or Fewer)	
Day Care, Child, Licensed Center	SR
Fire Stations	P
Government Offices	P
Hospitals	
Individual and Family Services, Not Otherwise Listed	P
Libraries	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Museums and Galleries	P
Nursing and Convalescent Homes	
Orphanages	
Places of Worship	P
Police Stations, Neighborhood	P
Post Offices	P
Postal Service Processing & Distribution	P
Schools, Administrative Facilities	P
Schools, Business, Computer and Management Training	P
Schools, Fine Arts Instruction	P
Schools, Junior Colleges	P
Schools, Including Public and Private, Having a Curriculum Similar to Those Given in Public Schools)	
Schools, Technical and Trade (Except Truck Driving)	P
Schools, Truck Driving	P
Zoos and Botanical Gardens	SR
Business, Professional and Personal Services	
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	P
Advertising, Public Relations, and Related Agencies	P
Automatic Teller Machines	P
Automobile Parking (Commercial)	P
Automobile Rental or Leasing	P
Automobile Towing, Not Including Storage	P
Automobile Towing, Including Storage Services	P
Banks, Finance, and Insurance Offices	P
Barber Shops, Beauty Salons, and Related Services	P
Bed and Breakfast Homes/Inns	
Body Piercing Facilities	
Building Maintenance Services, Not Otherwise Listed	P
Car and Light Truck Washes (See also Truck Washes)	P
Carpet and Upholstery Cleaning Services	P
Computer Systems Design and Related Services	P
Clothing Alterations/Repairs; Footwear Repairs	P
Construction, Building, General Contracting, with Outside Storage	SR
Construction, Building, General Contracting, without Outside Storage	P
Construction, Heavy, with Outside Storage	SR
Construction, Heavy, without Outside Storage	P
Construction, Special Trades, with Outside Storage	SR
Construction, Special Trades, without Outside Storage	P
Employment Services	P
Engineering, Architectural, and Related Services	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions

USE TYPES	M-1
Exterminating and Pest Control Services	P
Funeral Homes and Services	P
Furniture Repair Shops and Upholstery	P
Hotels and Motels	P
Janitorial Services	P
Kennels	SR
Landscape and Horticultural Services	P
Laundromats, Coin Operated	P
Laundry and Dry Cleaning Services, Non- Coin Operated	P
Legal Services (Law Offices, Etc.)	P
Linen and Uniform Supply	P
Locksmith Shops	P
Management, Scientific, and Technical Consulting Services	P
Massage Therapists	P
Medical/Health Care Offices	P
Medical, Dental, or Related Laboratories	P
Motion Picture Production/Sound Recording	P
Office Administrative and Support Services, Not Otherwise Listed	P
Packaging and Labeling Services	P
Pet Care Services (Excluding Veterinary Offices and Kennels)	P
Photocopying and Duplicating Services	P
Photofinishing Laboratories	P
Photography Studios	P
Picture Framing Shops	P
Professional, Scientific, and Technical Services, Not Otherwise Listed	P
Publishing Industries	P
Real Estate and Leasing Offices	P
Recreational Vehicle Parks and Recreation Camps	
Rental Centers, with Outside Storage	P
Rental Centers, without Outside Storage	P
Repair and Maintenance Services, Appliance and Electronics	SR
Repair and Maintenance Services, Automobile, Major	P
Repair and Maintenance Services, Automobile, Minor	P
Repair and Maintenance Services, Boat and Commercial Trucks, Large	P
Repair and Maintenance Services, Boat and Commercial Trucks, Small	P
Repair and Maintenance Services, Commercial and Industrial Equipment	P
Repair and Maintenance Services, Home and Garden Equipment	P
Repair and Maintenance Services, Personal and Household Goods	P
Repair and Maintenance Services, Television, Radio, or Other Consumer Electronics	P
Research and Development Services	P
Security and Related Services	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Septic Tank Services	P
Tanning Salons	P
Tattoo Facilities	
Taxidermists	P
Theaters, Live Performances	P
Theaters, Motion Picture, Other Than Drive-Ins	P
Theaters, Motion Picture, Drive-Ins	P
Tire Recapping	P
Travel Agencies (without Tour Buses or Other Vehicles)	P
Traveler Accommodations, Not Otherwise Listed	P
Truck (Medium and Heavy) Washes	P
Vending Machine Operators	P
Veterinary Services (Non-Livestock, May Include Totally Enclosed Kennels Operated in Connection with Veterinary Services)	P
Watch and Jewelry Repair Shops	P
Weight Reducing Centers	P
Retail Trade and Food Services	
Antique Stores (See Also Used Merchandise Shops and Pawn Shops)	P
Appliance Stores	P
Art Dealers	P
Arts and Crafts Supply Stores	P
Auction Houses	P
Automotive Parts and Accessories Stores	P
Bakeries, Retail	P
Bars and Other Drinking Places	SR
Bicycle Sales and Repair	P
Boat and RV Dealers, New and Used	P
Book, Periodical, and Music Stores	P
Building Supply Sales with Outside Storage	P
Building Supply Sales without Outside Storage	P
Camera and Photographic Sales and Service	P
Candle Shops	P
Candy Stores (Confectionery, Nuts, Etc.)	P
Caterers, No On Site Consumption	P
Cigar Bars	SR
Clothing, Shoe, and Accessories Stores	P
Coin, Stamp, or Similar Collectibles Shops	P
Computer and Software Stores	P
Convenience Stores (with Gasoline Pumps)	P
Convenience Stores (without Gasoline Pumps)	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions

USE TYPES	M-1
Cosmetics, Beauty Supplies, and Perfume Stores	P
Department, Variety or General Merchandise Stores	P
Direct Selling Establishments, Not Otherwise Listed	P
Drugstores, Pharmacies, with Drive-Thru	P
Drugstores, Pharmacies, without Drive- Thru	P
Electronic Shopping and Mail Order Houses	P
Fabric and Piece Goods Stores	P
Flea Markets, Indoor	P
Flea Markets, Outdoor	P
Floor Covering Stores	P
Florists	P
Food Service Contractors	P
Food Stores, Specialty, Not Otherwise Listed	P
Formal Wear and Costume Rental	P
Fruit and Vegetable Markets	P
Fuel Sales (Non- Automotive)	SR
Furniture and Home Furnishings	P
Garden Centers, Farm Supplies, or Retail Nurseries	P
Gift, Novelty, Souvenir, or Card Shops	P
Grocery/Food Stores (Not Including Convenience Stores)	P
Hardware Stores	P
Health and Personal Care Stores, Not Otherwise Listed	P
Hobby, Toy, and Game Stores	P
Home Centers	P
Home Furnishing Stores, Not Otherwise Listed	P
Jewelry, Luggage, and Leather Goods (May Include Repair)	P
Liquor Stores	P
Manufactured Home Sales	SR
Meat Markets	P
Miscellaneous Retail Sales – Where Not Listed Elsewhere, and Where All Sales and Services are Conducted within an Enclosed Building	P
Motor Vehicle Sales – Car and Truck – New and Used	P
Motorcycle Dealers, New and Used	P
Musical Instrument and Supplies Stores (May Include Instrument Repair)	P
News Dealers and Newsstands	P
Office Supplies and Stationery Stores	P
Optical Goods Stores	P
Outdoor Power Equipment Stores	P
Paint, Wallpaper, and Window Treatment Sales	P
Pawnshops	P
Pet and Pet Supplies Stores	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Record, Video Tape, and Disc Stores	P
Restaurants, Cafeterias	SR
Restaurants, Full Service (Dine-In Only)	SR
Restaurants, Limited Service (Dine-In)	SR
Restaurants, Limited Service (Delivery, Carry Out Only)	P
Restaurants, Limited Service (Drive- Thru)	P
Restaurants, Snack and Nonalcoholic Beverage Stores	P
Service Stations, Gasoline	P
Sporting Goods Stores	P
Television, Radio or Electronic Sales	P
Tire Sales	P
Tobacco Stores	P
Truck Stops	P
Used Merchandise Stores	P
Video Tape and Disc Rental	P
Warehouse Clubs and Superstores	P
Wholesale Trade	
Apparel, Piece Goods, and Notions	P
Beer/Wine/Distilled Alcoholic Beverages	P
Books, Periodicals, and Newspapers	P
Chemicals and Allied Products	P
Drugs and Druggists' Sundries	P
Durable Goods, Not Otherwise Listed	P
Electrical Goods	P
Farm Products, Raw Materials	P
Farm Supplies	P
Flowers, Nursery Stock, and Florist Supplies	P
Furniture and Home Furnishings	P
Groceries and Related Products	P
Hardware	P
Jewelry, Watches, Precious Stones	P
Lumber and Other Construction Materials	P
Machinery, Equipment and Supplies	P
Market Showrooms (Furniture, Apparel, Etc.)	P
Metal and Minerals	P
Motor Vehicles	P
Motor Vehicles, New Parts and Supplies	P
Motor Vehicles, Tires and Tubes	P
Motor Vehicles, Used Parts and Supplies	P
Nondurable Goods, Not Otherwise Listed	P
Paints and Varnishes	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions

USE TYPES	M-1
Paper and Paper Products	P
Petroleum and Petroleum Products	SR
Plumbing & Heating Equipment and Supplies	P
Professional and Commercial Equipment and Supplies	P
Scrap and Recyclable Materials	SE
Sporting and Recreational Goods and Supplies (Except Sporting Firearms and Ammunition)	P
Sporting Firearms and Ammunition	P
Timber and Timber Products	P
Tobacco and Tobacco Products	P
Toys and Hobby Goods and Supplies	P
Transportation, Information, Warehousing, Waste Management, and Utilities	
Airports or Air Transportation Facilities and Support Facilities	P
Antennas	SR
Bus Facilities, Interurban	P
Bus Facilities, Urban	P
Charter Bus Industry	P
Courier Services, Central Facility	P
Courier Services, Substations	P
Landfills and Structural Fill Sites	
Limousine Services	P
Materials Recovery Facilities (Recycling)	P
Power Generation, Natural Gas Plants, and Similar Production Facilities	
Radio and Television Broadcasting Facilities (Except Towers)	P
Radio, Television, and Other Similar Transmitting Towers	SE
Rail Transportation and Support Facilities	
Recycling Collection Stations	
Remediation Services	P
Scenic and Sightseeing Transportation	P
Sewage Treatment Facilities, Private	
Sludge, Non-Hazardous	
Taxi Service Terminals	P
Truck Transportation Facilities	P
Utility Company Offices	P
Utility Lines and Related Appurtenances	P
Utility Service Facilities (No Outside Storage)	P
Utility Substations	SR
Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State or Local Government)	P

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions

USE TYPES	M-1
Warehouses, Self-Storage	SR
Waste Collection, Hazardous	
Waste Collection, Other	
Warehouses, Self-Storage	SR
Waste Collection, Solid, Non-Hazardous	
Waste Treatment and Disposal, Hazardous	
Waste Treatment and Disposal, Non- Hazardous	
Water Treatment Plants, Non-Governmental, Public	P
Manufacturing, Mining, and Industrial Uses	
Animal Food	
Animal Slaughtering and Processing	
Apparel	P
Bakeries, Manufacturing	P
Beverage, Other Than Soft Drink and Water, and Tobacco	
Beverage, Soft Drink and Water	P
Borrow Pits	SE
Cement and Concrete Products	
Chemicals, Basic	
Chemical Products, Not Otherwise Listed	
Clay Products	
Computer, Appliance, and Electronic Products	P
Dairy Products	P
Dolls, Toys, and Games	P
Fabricated Metal Products	P
Food Manufacturing, Not Otherwise Listed	P
Furniture and Related Products	P
Glass and Glass Products	P
Jewelry and Silverware	P
Leather and Allied Products (No Tanning)	P
Leather and Hide Tanning and Finishing	
Lime and Gypsum Products	
Machinery	P
Manufacturing, Not Otherwise Listed	P
Medical Equipment and Supplies	P
Mining/Extraction Industries	
Office Supplies (Not Paper)	P
Paint, Coating, and Adhesives	
Paper Products (Coating and Laminating)	
Paper Products (No Coating and Laminating)	P
Petroleum and Coal Products Manufacturing	
Primary Metal Manufacturing	

Table 26-BV-2: Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions	
USE TYPES	M-1
Printing and Publishing	P
Pulp, Paper, and Paperboard Mills	
Rubber and Plastic Products	
Seafood Product Preparation and Packaging	
Signs	P
Soap, Cleaning Compounds, and Toilet Preparations	P
Sporting and Athletic Goods	P
Textile Mills	
Textile Product Mills	P
Transportation Equipment	P
Wood Products, Chip Mills	
Wood Products, Excluding Chip Mills	P
Other Uses	
Sexually Oriented Businesses	
Buildings, High Rise, 4 or 5 Stories	
Buildings, High Rise, 6 or More Stories	
Shipping Containers used as an Accessory Structure	P

Section B-4. Permitted uses with special requirements.¹¹

- (a) *Purpose.* Permitted uses with special requirements are uses permitted by right in a certain zoning district, provided that the specific standards set forth in this article are met. The specified standards are intended to ensure that these uses fit the intent of the districts within which they are permitted, and that these uses are compatible with other development within the district. All permitted uses with special requirements shall comply with the following:
 - (1) All properties and structures containing permitted uses with special requirements shall conform to all applicable development standards.
 - (2) Permitted uses with special requirements shall comply with all applicable local,

¹¹ This copies Section 26-151 of the previous LDC, with the following changes: 1) Permitted uses that are not allowed in the M-1 district, for which do not have special requirements in the M-1 district, are not listed. 2) In the current ordinance, the applicable districts are listed after each use name. For example, subsection (b)(2) reads "Amusement or Water Parks, Fairgrounds - (GC, M-1, LI)." Because these regulations only apply to the M-1 district, the parenthetical lists of districts have been removed. 3) The subsections have been renumbered to remain in consecutive order despite the removal of some uses. Therefore, "Bars and other Drinking Places," which is listed as subsection (b)(8) in the prior LDC, is listed as subsection (b)(5) here because three use requirements that preceded this in alphabetical order were not applicable to the M-1 district and were removed. 4) All references to amending ordinances have been removed.

state, and federal regulations and standards, and shall be properly licensed and permitted.

(b) *Permitted uses with special requirements listed by zoning district.*

- (1) Accessory Dwellings
- (2) Amusement or Water Parks, Fairgrounds
- (3) Animal Shelters
- (4) Antennas
- (5) Bars and other Drinking Places
- (6) Batting Cages
- (7) Bus Shelters/Bus Benches
- (8) Cemeteries and Mausoleums
- (9) Cigar Bars
- (10) Construction, Building, General Contracting, with Outside Storage
- (11) Construction, Building, Heavy, with Outside Storage
- (12) Construction, Special Trades, with Outside Storage
- (13) Country Clubs with Golf Courses
- (14) Day Care Centers, Adult
- (15) Day Care Centers, Child, Licensed Centers

APPENDIX 26-B: LEGACY DISTRICTS

- (16) Fuel Oil Sales (Non-Automotive)
- (17) Golf Courses
- (18) Golf Driving Ranges (Freestanding)
- (41) Kennels
- (42) Manufactured Home Sales
- (43) Petroleum and Petroleum Products
- (44) Public or Private Parks
- (45) Public Recreation Facilities
- (46) Repair and Maintenance Service, Appliance and Electronics
- (47) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only)
- (48) Utility Substations
- (49) Warehouses (Self Storage)
- (50) Zoos and Botanical Gardens

(c) *Standards.* The development standards listed herein are additional to other requirements of this chapter. These development standards are use-specific and apply to those uses designated with an “SR” in the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions (Table 26-V- 2. Section 26-141).¹²

(I) *Accessory dwellings.*

- a. Accessory dwellings shall be located only on lots containing one single-family detached structure. (However, other conforming accessory

¹² For each use, the initial entry in each list (former subsection “a.”) identified the districts to which the standards applied; that has been removed as discussed in a prior footnote.

structures may also be located on the lot).

- b. Only one accessory dwelling shall be permitted per single-family dwelling. If the accessory dwelling is located within the same structure as the principal dwelling, the principal dwelling shall not be altered in any way so as to appear from a public or private road to be multi-family housing.
- c. A manufactured home may not be used as an accessory dwelling.
- d. The gross floor area of the accessory dwelling shall not exceed five hundred (500) square feet or contain more than one-fourth of the heated floor area of the principal single-family dwelling, whichever is greater.

(2) *Amusement or waterparks, fairgrounds.*

- a. The minimum lot size for an amusement park, waterpark, or fairground shall be five (5) acres.
- b. No principal building or structure shall be located within fifty (50) feet of any property line.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of the park activities.
- d. No amusement equipment, machinery, or mechanical device of any kind may be operated within two hundred (200) feet of any residentially zoned property.

(3) *Animal shelters.*

- a. Any building (which is part of an animal shelter) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or developed property.
- b. Fenced outdoor runs are allowed for use during the hours of 6:00 am to 10:00 p.m.; however, no animal may be kept in the run for boarding purposes, and pens for the animals must be located indoors. Feeding of

animals must be conducted indoors and is prohibited in the runs.

- c. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface water.

(4) *Antennas.*

- a. In residential districts, no antenna shall be permitted between the front of a principal structure and any adjacent public road. In the case of corner lots, no antenna shall be permitted between the side of a principal structure and the road. No dish type antenna more than eighteen (18) inches in diameter shall be placed on the roof or other portion of a building so as to be visible from any adjacent property.
- b. In nonresidential districts, antennas may be placed at any location that is not visible from any adjacent public road. Antennas may be placed on top of a principal structure less than thirty (30) feet in height, provided that screening is provided with materials compatible with the principal structure at least equal in height to the antenna. Antennas may be placed on top of a flat roofed structure that exceeds thirty (30) feet in height. Antennas erected on any pitched roof structure, regardless of height of the structure, must be screened with materials compatible with the principal structure. The screening shall not be less than the height of the antenna. In these districts, dish type antennas measuring less than three (3) feet in diameter may be placed at any location on a principal structure, except for the building façade or any road oriented side wall.

(5) *Bars and other drinking places.*

- a. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private), and shall be no closer than six hundred (600) feet to any lot which contains a place of worship. However, if the place of worship is located in a GC, M-1, or LI zoning district and is located in a mixed-use shopping center, a mall, or an industrial park, the setback does not apply, unless the place of worship was established at that location prior to March 18, 2014.
- b. Bars and other drinking places shall provide adequate off-street parking at

a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.

- c. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
- d. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

(6) *Batting cages.*

- a. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned property.
- b. Fencing, netting or other control measures shall be provided around the perimeter of the batting area to prevent balls from leaving the designated area.
- c. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- d. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(7) *Bus shelters/bus benches.*

- a. Any person wishing to erect and maintain a bus shelter or bus bench shall obtain a permit for each shelter from the Planning Department. Each permit for a bus shelter shall cost fifty (\$50.00) dollars and shall be valid for one (1) year. Each permit for a bus bench shall cost twenty-five (\$25.00) dollars and shall be valid for one (1) year. These permits may be renewed upon payment of the fifty (\$50.00) dollar renewal fee for a bus shelter or upon payment of the twenty-five (\$25.00) dollar renewal fee for a bus bench.
- b. A shelter or bench may only be located at a designated bus stop that is presently being served by a public transit authority, and only one (1) bus shelter shall be allowed per bus stop location.

- c. If the shelter or bench is proposed to be located within a SCDOT right-of-way, the location of the shelter must be approved by SCDOT prior to obtaining a permit from the Richland County Planning Department.
- d. Bus shelters must meet the following additional requirements:
 - 1. Design plans for the bus shelter shall be submitted for review and a building permit obtained. The bus shelter must be built to the current and future editions of the International Building Code for commercial structures, except that plumbing and mechanical elements are not required, and the bus shelter must be able to withstand sustained three (3) second wind gusts of up to 95 MPH. All normal review and permit fees apply, along with normal inspections.
 - 2. The shelter shall be designed so that it will present an attractive appearance and not detract from the adjacent surroundings. It shall be illuminated and provide protection from weather elements. The shelter design shall include the following:
 - [a] Each shelter shall consist of an aluminum or steel framework suitable for supporting transparent wall panels and opaque roof panels. The shelter must have a rear wall section, two (2) side panels, and a roof. The transparent wall section must be of tempered glass.
 - [b] At a minimum, each shelter must have a six (6) foot bench, a bus route and schedule holder, a trash receptacle, and be illuminated during hours of darkness. The shelter must be installed on and attached to a concrete foundation.
 - [c] Each bus shelter must be erected in accordance with ADA specifications and requirements. The permittee is responsible to meet the ADA standards and any complaints of nonconformance must be rectified by permittee at his/her expense within thirty (30) days of notification by the Planning department. Under this subsection, ADA compliance includes, but is not limited to, sidewalk on ramps, tactile warnings, and signage or directional arrows indicating handicap accessibility.

[d] Advertising on the shelter shall be limited to the outward side of the side wall panels, and may provide a lighting source contained within the panel cabinet. Only two (2) advertisements will be allowed per shelter, and each advertisement will be limited to a maximum poster dimension of 4' wide by 6' high.

[e] The general dimensions of a typical shelter will be at a minimum 9' long by 6' wide by 8' high.

3. The route number shall be displayed prominently on the bus shelter.

4. Each bus shelter shall make available printed bus schedules, and shall display a large regional map that includes the bus route.

5. Bus shelters shall be maintained in good repair and the person whose name is on the permit application shall be responsible for the cleaning, repairing or replacement of any part thereof, including advertising materials, sidewalks, walkways, curbs or foundations encompassed by the bus shelter. Such work as is necessary to relocate, alter or maintain the bus shelter will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads.

e. Bus benches must meet the following additional requirements:

1. The bench shall be designed so that it will present an attractive appearance and not detract from the adjacent surroundings.

2. Benches shall be constructed of durable material and shall be securely fastened to the ground.

3. Advertising on the bench shall be limited to the forward facing side of the back rest and shall not extend beyond the perimeters of the back rest.

(8) *Cemeteries and mausoleums.*

a. A minimum of three (3) contiguous acres shall be required to establish a cemetery or a mausoleum not located on the same tract of land as a place of worship.

APPENDIX 26-B: LEGACY DISTRICTS

- b. Primary access to the facility shall be from a local, collector or thoroughfare road.

(9) *Cigar bars.*

- a. The smoking of cigarettes is prohibited.
- b. A walk-in humidor must be located within the premises.
- c. Limited food services or alcoholic beverages that are not sold directly by the businesses are prohibited.
- d. At least fifty-one (51) percent of the bar's revenue must be from the on-site sale of tobacco products.
- e. The bar area shall not cover more than twenty-five (25) percent of floor area, excluding the humidor, kitchen, storage area(s), and offices.
- f. A full floor plan of the cigar bar must be provided to the Richland County Zoning Administrator.

(10) *Construction, building, general contracting, with outside storage.*

- a. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

(11) *Construction, building, heavy, with outside storage.*

- a. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

(12) *Construction, special trades, with outside storage.*

- a. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

(13) *Country clubs with golf courses.*

- a. There shall be a minimum fifty (50) foot setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned or used property.
- b. In the Rural District, club facilities may not be used between 12:00 midnight and 7:00 a.m., Sunday through Thursday and between 1:00 a.m. and 7:00 a.m. on Friday and Saturday nights.

(14) *Day care centers, adult.*

- a. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.

(15) *Day care centers, child, licensed centers.*

- a. Any outdoor play area shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas, or land otherwise unsuited for children's play space.
- b. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- c. All other state and federal regulations shall be met.

(16) *Fuel oil sales, non-automotive.*

- a. Gravel or paved roadways shall be provided to all storage tanks.
- b. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- c. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage

tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.

- d. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- e. All other federal, state, and local laws shall be met.

(17) *Golf courses.*

- a. There shall be a minimum fifty (50) foot setback between clubhouses or other non-course facilities and adjacent residentially zoned or used property.

(18) *Golf driving ranges (freestanding).*

- a. Fencing, netting, or other control measures shall be provided around the perimeter of the driving area to prevent balls from leaving the property.
- b. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned or used property.
- c. Operations shall not begin before 9:00 a.m. nor continue after 10:00 p.m.

(41) *Kennels.*

- a. Any building (which is part of a kennel) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or used property.
- b. Fenced outdoor runs are allowed for use only during the hours of 6:00 a.m. to 10:00 p.m.; however, no animal may be kept in the run for

boarding purposes, and pens for the animals must be located indoors. Feeding of animals must be conducted indoors and is prohibited in the runs.

- c. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface waters.

(42) *Manufactured home sales.*

- a. Sales and storage areas shall be screened from adjacent residentially zoned properties.

(43) *Petroleum and petroleum products.*

- a. Gravel or paved roadways shall be provided to all storage tanks.
- b. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- c. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times the greater dimension of either the diameter or the height of the tank. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.
- d. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- e. All other federal, state, and local laws shall be met.

(44) *Public or private parks.*

- a. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- b. All parks greater than ten (10) acres shall have primary access to a collector or thoroughfare road.

(45) *Public recreation facilities.*

- a. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- b. All recreation facilities greater than ten (10) acres shall have primary access to a collector or thoroughfare road.
- c. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- d. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(46) *Repair and maintenance service, appliance and electronics.*

- a. No outside storage of appliances, equipment, or parts shall be permitted.

(47) *Restaurants, Cafeterias; Restaurants ,Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In)*

- a. As a regular and substantial source of business to the licensed establishment, meals shall be served upon the demand of guests and patrons during the normal “mealtimes” which occur when the licensed business establishment is open to the public and that an adequate supply of food is present on the licensed premises to meet such demand.
- b. Seating for Full Service (Dine-In Only) Restaurants must be provided for at least twenty (20) patrons.

- c. Seating for Limited Service (Dine-In) Restaurants must be provided for at least twelve (12) patrons.
- d. Tables and booths must be of adequate height and size to accommodate full food service in accordance with the number of chairs found at the table/booth.
- e. The bar area shall not cover more than twenty-five (25) percent of floor area, excluding the kitchen, storage area(s), serving areas and offices.
- f. A full floor plan of the restaurant shall be provided to the Zoning Administrator.
- g. Alcoholic beverages shall not be sold or dispensed unless the kitchen is open and prepared food items from the menu are available to patrons.
- h. The stage area for entertainment shall not exceed one-hundred (100) square feet or ten (10) percent of the total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- i. The area devoted to dancing shall not exceed 250 square feet or ten percent of total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- j. Admission/cover charges prior to entrance are prohibited.
- k. The restaurant must be equipped with a kitchen that is primarily utilized for the cooking, preparation and serving of meals.
- l. The restaurant must have readily available to its guests and patrons either "menus" with the listings of the various meals offered for service or a listing of available meals and foods, posted in a conspicuous place readily discernible by the guest or patrons.
- m. The restaurant must prepare for service to customers meals at least once each day the business establishment chooses to be open.

APPENDIX 26-B: LEGACY DISTRICTS

- n. Any advertisement for the establishment must be in conjunction with the primary business activity.
- o. Dancing poles within the establishment are prohibited.
- p. The following definitions shall be used in conjunction with this paragraph:
 - 1. “Meal” means an assortment of various prepared foods which shall be available to guests on the licensed premises during the normal “mealtimes” which occur when the licensed business establishment is open to the public. Sandwiches, boiled eggs, sausages and other snacks prepared off the licensed premises but sold thereon, shall not constitute a meal.
 - 2. “Kitchen” means a separate and distinct area of the business establishment that is used solely for the preparation, serving and disposal of solid foods that make up meals. Such area must be adequately equipped for the cooking and serving of solid foods, and the storage of same, and must include at least twenty-one cubic feet of refrigerated space for food and a stove/oven.

(76) *Utility substations.*

- a. All buildings shall observe accessory building setbacks. Transformer stations shall observe the principal building setback regulations.
- b. Equipment that produces noise or sound in excess of seventy (70) decibels shall be located no closer than one hundred (100) feet to the nearest residence.
- c. Transformer stations shall be screened from adjacent properties and from roads with a vegetative screen that, at a minimum, meets the standards listed in Sec. 26-5.3(h), Screening.¹³

(77) *Warehouses (self-storage)*

- a. Any side of the building providing doorways to storage areas shall be set

¹³ This reference has been updated from the current ordinance to the applicable development standard in this LDC.

back from the property line not less than an additional twenty-five (25) feet of the required setback.

- b. Off-street parking shall be as follows:
 - 1. One space for each ten (10) storage cubicles. This parking requirement may be satisfied with parking lanes as established below.
 - 2. Two parking spaces for any manager's quarters.
 - 3. In addition to subsection 1. above, one (1) space for every fifty (50) storage cubicles, to be located adjacent to the project office for the use of prospective clients.
- c. On-site driveway widths shall be required as follows:
 - 1. All one-way driveways shall provide for one ten (10) feet parking lane and one fifteen (15) feet travel lane. Traffic direction and parking shall be designated by signage or painting.
 - 2. All two-way driveways shall provide for one ten (10) feet parking lane and two twelve (12) feet travel lanes.
 - 3. The parking lanes may be eliminated when the driveway does not directly serve any storage cubicles.
- d. Retail and wholesale uses, and the storage of hazardous materials, shall be prohibited in self storage warehouses. Notice of such prohibition shall be given to customers by a conspicuous sign posted at the entrance to the property, or by provisions in the lease agreement, or both.
- e. Any outside storage area for vehicles, trailers, campers, boats, or the like shall be separate from any structures and located to one side or to the rear of the development. Spaces shall be located a minimum of twenty-five (25) feet from any adjacent property line, and in no case shall these spaces be counted towards meeting the parking requirements of this subsection c. above.

- f. All lights shall be shielded so as to direct light onto the uses established, and away from adjacent property; but lighting may be of sufficient intensity to discourage vandalism and theft.

(78) *Zoos and Botanical Gardens.*

- a. There shall be a minimum one hundred (100) foot setback between all activities associated with the use and any adjacent residential property.
- b. All zoos and botanical gardens shall have primary access to collector or thoroughfare roads.

Section B-5. Special exceptions.¹⁴

- (a) *Purpose.* Special exceptions are uses that are generally compatible with the land uses permitted in a particular zoning district. However, because of their unique characteristics or their potential impacts on the surrounding neighborhood and/or the county as a whole, they require individual consideration of their location, design, configuration, and/or operation at the particular location being proposed. Such individual consideration may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location and to ensure protection of the public health, safety, and welfare.
- (b) *Conditions.* All special exceptions shall, at a minimum, meet the conditions set forth in this section. The Board of Zoning Appeals shall approve or deny an application for a special exception (see also Section 26-56 of this chapter) based on the following:
 - 1) A determination that all standards for the particular use, as defined in this article and in other relevant sections of this chapter, have been met.
 - 2) A finding that the special exception is in harmony with the intent and purpose of this chapter. In making this determination, the board shall consider the following:
 - a. Traffic impacts.
 - b. Vehicle and pedestrian safety.

¹⁴ This copies Section 26-152 of the previous LDC, except that ths same types of changes listed above in footnote 11 have been made here.

- c. Potential impact of noise, lights, fumes, or obstruction of airflow on adjoining properties.
- d. Adverse impact of the proposed use on the aesthetic character of the environs, to include the possible need for screening from view.
- e. Orientation and spacing of improvements or buildings.

In granting a special exception, the board may impose such additional restrictions and requirements as it may deem necessary in order that the purpose and intent of this chapter are served.

(c) *Special exceptions listed by zoning district.*

- (1) Borrow Pits
- (2) Dwellings, Manufactured Homes on Individual Lots
- (3) Radio, Television, and Telecommunications and other Transmitting Towers-
- (4) Scrap and Recyclable Materials

(d) *Standards.*

(1) *Borrow pits.*

- a. Proposals for borrow pits will only be permitted where:
 - 1. There are overriding environmental or other planning benefits compared to obtaining materials from alternative sources;
 - 2. Alternative materials of the required specification are unavailable in sufficient quantities;
 - 3. They are contiguous with or close to the projects they are

intended to serve;

4. They are time-limited to the life of the project and material is to be used only for the specified project;
 5. Proposals include appropriate reclamation measures that make full use of surplus spoil from the project;
 6. The site can be restored to its original levels or an alternative acceptable landform only utilizing materials from the construction project;
 7. Any impacts on the environment or local communities can be controlled to acceptable levels; and
 8. The project area is less than ten (10) acres.
- b. All borrow pits subject to this subsection shall comply with the following requirements:
1. The average slope of any cut bank measured from a point located ten (10) feet from the boundary of any abutting property to the bottom of the cut bank in the pit shall not exceed a horizontal to vertical ratio of 2:1. The owner of the borrow pit is responsible for maintaining this condition;
 2. The top of the cut bank of the borrow pit shall, at no time, be closer than ten (10) feet from the property boundary of any abutting landowner;
 3. The depth of the borrow pit is limited to a maximum of twelve feet below the average seasonal high water table or three feet above a confining or semi-confining unit, whichever is shallower;
 4. No excavation shall occur within two hundred (200) feet of a wetland or other surface water;
 5. Best management practices shall be used to control erosion and sediment transport during and after the excavation activities;
 6. The borrow pit slopes shall be stabilized with native vegetation

within six months following completion of the excavation;

7. Upon completion of the excavation area, side slopes shall be no steeper than 4 (horizontal):1 (vertical) out to a depth of two feet below the average water elevation;
8. No on-site grading or sorting of materials shall occur; and
9. The active excavation, processing, and transportation of fill material shall only occur between 8:00 a.m. and 8:00 p.m.

(2) *Dwellings, Manufactured Homes on Individual Lots.*

- a. Manufactured homes must meet the standards set by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (which became effective June 15, 1976), as revised and in effect on the date the application is made for a land development permit.
- b. The tongue, axles, transporting lights, and removable towing apparatus must be removed subsequent to final placement.
- c. Manufactured home skirting or a continuous, permanent masonry foundation, unpierced except for openings required by the building code for ventilation, utilities and access, shall be installed under the manufactured home.

(3) *Radio, television and telecommunications and other transmitting towers.*

- a. Communication towers shall have a maximum height of three hundred (300) feet. For towers on buildings, the maximum height shall be twenty (20) feet above the roofline of buildings forty (40) feet or four stories in height or less. For buildings greater than four stories or forty-one (41) feet in height, the maximum height of communication towers shall be forty feet above the roofline.
- b. The minimum setbacks for communication towers from abutting districts shall be as follows:
 1. Communication towers abutting a residentially zoned parcel shall

have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet shall have a minimum setback of one (1) foot for every one (1) foot of tower height or one hundred (100) percent of the tower's fall zone, plus a safety factor of ten (10) percent; whichever is less. Fall zones shall be certified in the form of a letter from an engineer, licensed by the State of South Carolina, that includes the engineer's original signature and seal. The fall zone shall not encroach onto structures on any property; nor shall the fall zone encroach onto adjacent properties, unless the owner of the adjacent property signs a waiver. The waiver shall be in a recordable waiver document and shall indemnify and hold the county harmless. In no case shall the fall zone encroach into a public right-of-way. Additionally, the owner of the tower shall agree in writing to indemnify and hold Richland County harmless from and against any liability arising out of damage to real or personal property or injury to any person or in any way connected with the construction of, erection of maintenance of, and/or collapse of the communication tower and antenna, including the removal of said communication tower and antenna,

2. Communication towers abutting a non-residentially zoned parcel with a habitable residential dwelling shall have a minimum setback of fifty (50) feet.
 3. Communication towers abutting a non-residentially zoned parcel without a habitable residential dwelling shall observe the setbacks of the district in which it is located.
- c. The proposed user must show proof of an attempt to collocate on existing communication towers, and must be willing to allow other users to collocate on the proposed tower in the future subject to engineering capabilities of the structure. Evidence of an attempt to collocate must show that alternative towers, buildings, or other structures are not available for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from other communication towers.
 - d. Towers shall be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agencies. However, no nighttime strobe lighting shall be incorporated unless required by the Federal Communications Commission, the Federal

Aviation Administration, or other regulatory agency.

- e. Each communication tower and associated buildings shall be enclosed within a fence at least seven (7) feet in height.
- f. Each communication tower site shall be landscaped in accordance with the requirements of Section 26-176 of this chapter.
- g. No signage may be attached to any portion of a communications tower. Signs for the purpose of identification, warning, emergency function or contact or other as required by applicable state or federal rule, law, or regulation may be placed as required by standard industry practice.
- h. A communications tower which is no longer used for communications purposes must be dismantled and removed within one hundred twenty (120) days of the date the tower is taken out of service.

(4) *Scrap and recyclable materials.*

- a. Stocks and supplies shall be either stored inside enclosed structures or screened by solid walls, opaque fences, dense evergreen shrubbery or the like so that they are not visible from any public road or from the ground level of adjacent property used for residential or office purposes.
- b. Any required front or secondary front yard shall not be used for storage.
- c. The side yard setback for storage areas and buildings adjacent to residential or office uses shall be at least twenty-five (25) feet.
- d. The wholesale business shall be conducted in such a manner as to prevent tracking and spillage of debris onto adjacent properties or roads.

Section B-6. Temporary and accessory uses.¹⁵

(a) *Temporary uses.*

(1) *General standards and permit requirement.*

- a. *Permit required.* All permitted temporary uses listed in this section require a temporary use permit. Temporary use permits shall be reviewed and issued by the planning department. A temporary use permit may only be issued when all applicable criteria set forth in this section have been met. All additional permits and inspections required by the building code or fire officials must be received. Special events and activities conducted on public property, such as school sites and public parks, shall be exempt from the provisions of this section but must comply with any guidelines, regulations, and permitting processes required by the authorizing agency.
- b. *Time limitations.* Temporary use permits shall be issued for no more than sixty (60) days within a calendar year on any individual lot.
- c. *General standards.*
 - 1. The property on which a temporary use is proposed must contain sufficient space to support the temporary use.
 - 2. No temporary use shall be located closer than two hundred (200) feet to a dwelling unit.
 - 3. Parking must be adequate to support the proposed temporary use.
 - 4. Restroom facilities, if needed, must be provided. Plans for security and safety must be provided.

(2) *Permitted temporary uses.*

a. *Permitted uses.*

¹⁵ This copies Section 26-185 of the previous LDC, except that ths same types of changes listed above in footnote 11 have been made here.

1. *Temporary events.* Temporary uses, such as circuses, carnivals, fairs, and religious events in a temporary structure, and similar types of events, shall be allowed in all nonresidential zoning districts in accordance with the other standards set forth in this section. *Temporary sales.* Temporary sales structures or areas (i.e., Christmas tree sales) are permitted in all nonresidential zoning districts in accordance with the other standards set forth in this section.
- b. *Temporary uses with specific requirements.*
 1. *Contractor's office and equipment storage sheds.* A contractor's office and/or equipment storage shed(s) may be placed temporarily on the site of construction of a development for which a land development permit or preliminary subdivision plat approval has been issued. Such structures shall be allowed in all zoning districts. Placement of such temporary use is limited to a period of time determined by an estimated project completion date, with the option of an extension of up to one (1) year, as and if approved by the planning department. All temporary construction buildings and trailers shall be completely removed from the site within thirty (30) days of issuance of a certificate of zoning compliance or completion of the project, whichever comes first.
 2. *Real estate office in a construction trailer or temporary modular unit.* One (1) temporary structure, such as a construction trailer or temporary modular unit, may be used as a real estate sales office in any new construction project. Such structure shall be allowed in all zoning districts. Temporary real estate offices in construction trailers or temporary modular units may remain on the site for no more than twelve (12) months or until one-half (½) of the units for the project are completed, whichever occurs first.
 3. *Real estate offices in model home.* A model dwelling may be used as a real estate sales office in a new residential development. Such temporary use shall be allowed in all zoning districts. Temporary real estate offices in model homes may be permitted until ninety percent (90%) of the homes in the development have been sold. The number of employees utilizing the office at any one time may not exceed four (4).

c. *Similar and compatible uses not specified.* If a particular temporary use is listed in this chapter, the zoning administrator shall have the authority to grant a temporary use permit for a “similar and compatible” use. Similar and compatible uses not specified are those uses that are similar and compatible to those allowed as temporary uses in this section. Determination of what constitutes similar and compatible shall be made by the zoning administrator looking at the type of use, the number of employees, the parking/circulation needs, the hours of operation, etc.

(b) *Accessory uses and structures (customary).*

(1) *General standards and limitations.*

a. *General standards.* All customary accessory uses and accessory structures shall conform to the applicable requirements of this chapter. The provisions of this subsection establish additional requirements and restrictions for these uses and structures. Except as otherwise provided in this chapter, any accessory use or accessory structure shall be treated as a permitted use in the zoning district in which it is located.

b. *Yard requirements.*

1. *Front yard requirements.* Except as otherwise provided in this section, an accessory structure or use shall not be located in front of the building line of the principal structure.

2. *Side yard requirements.* Accessory uses and structures may be permitted in side yards, provided that their placement shall not exceed the minimum side yard requirement of that district.

3. *Rear yard requirement.* Accessory uses and structures may be permitted in rear yards, provided that they are located not less than ten (10) feet from any property line.

c. *Height restrictions.* Accessory structures shall not exceed the height limitations of the district in which they are located, unless otherwise exempted.

Section B-7. Development and Subdivision Standards

All development in the M-1 district shall comply with the standards in Article 26-5: General Development Standards and Article 26-6, Land Development (Subdivision) Standards. Any standards that that apply to development in the LI district shall be applied to development in the M-1 district.

Section B-8. Definitions¹⁶

Accessory use/structure (building). A structure or use that is clearly incidental to and customarily found in connection with a principal building or use, is subordinate to and serves that principal building or use, and is subordinate in area, extent and purpose to the principal building or principal use served. An accessory structure must be on the lot on which the principal use is located.

Agricultural land. Land categorized by the Richland County Assessor as agricultural real property.

Agricultural use. The keeping, grazing, or feeding of livestock; croplands; aquaculture; horticulture; silviculture; and/or apiaries. Provided, however, this definition does not include processing or distribution plants for agricultural products and supplies.

Antenna. Any device for radiating or receiving electromagnetic radiation. This definition shall specifically include, but is not limited to all radio, television, telephone, telecommunications, microwave and satellite dish antennas.

Bed and breakfast home or inn. A transient lodging establishment, generally operated in a single-family dwelling, primarily engaged in providing overnight or otherwise temporary lodging for the general public.

Boardinghouse. See “roominghouse and boardinghouse.”

Borrow pits. An excavated area where naturally occurring earthen materials are to be removed for use as ordinary fill at another location.

Bus bench. A seating area at a designated bus stop designed for the convenience of bus passengers.

¹⁶ This carries forward use-related definitions from Section 26-22 of the previous LDC.

APPENDIX 26-B: LEGACY DISTRICTS

Bus shelter. A small roofed structure, having three (3) transparent walls, located at designated bus stops for the protection and convenience of passengers of public transportation systems. (Ord. 053-09HR; 11-3-09)

Campus, primary. A contiguous area of land constituting and making up the grounds of a college or university containing the main buildings, including libraries, lecture halls, residence halls, and administrative offices; provided, however, that for the purpose of this definition the contiguity of any land area involved shall not be deemed to be destroyed by the presence of public rights-of-way. (Ord. 057-10HR; 9-21-10)

Cigar bars: An establishment that offers a meaningful selection of cigars and tobacco for pipes for smoking on the premises, as well as, retail purposes and which may be licensed for the on- premise consumption of beer, wine, or alcoholic beverages, or some combination of those, as well as, limited food service. The term does not include any establishment which is primarily a bar or restaurant. No bar can be considered a cigar bar unless at least fifty-one (51) percent of its gross revenue can be demonstrated to come from the sale of cigars, pipe tobacco, and other tobacco related products.

Civic/institutional buildings. Churches or places of worship; public or private schools; gymnasiums, assembly halls, community meeting rooms, and community service centers; post offices, fire stations, libraries, and museums; and other government or public service buildings and facilities except for those requiring outdoor storage or maintenance yards.

Clubs or Lodges. Establishments primarily engaged in promoting the civic and social interests of their members. Such establishments must be incorporated and operating as not-for-profit organizations.

Conservation Area. Any parcel or area of undeveloped land conserved in its natural state for perpetuity through deeds or other legal measures.

Dormitory. A building or part of a building operated by an academic institution containing rooms forming one (1) or more habitable units that are used or intended to be used by enrollees or employees of the institution for living and sleeping, but are not fully self-contained residential facilities.

Drag strips. A roadway designed for a race between cars to determine which can accelerate faster from a standstill. A drag strip may include seating, concession areas, parking facilities and any accessory offices or other buildings.

Dwelling. Any building designed, occupied, or intended for human occupancy; provided, however, dwelling shall not include a hotel, motel, rooming house, hospital, or other accommodation used more or less for transient occupancy.

Dwelling, accessory. A secondary dwelling unit established in conjunction with and clearly subordinate to a principal dwelling unit, whether a part of the same structure as the principal dwelling unit or a detached dwelling unit on the same lot.

Dwelling, manufactured home on individual lots. A manufactured home designed for occupancy by a single family and which is placed on a lot with no other principal structure or building.

Dwelling, multi-family. Any building or buildings containing more than two (2) dwelling units on a single lot including apartments, condominiums, etc.

Dwelling, principal. The main dwelling unit on a lot.

Dwelling, single-family. A structure designed for occupancy by one (1) family.

Dwelling, single-family, detached. A single-family dwelling unit that is not attached to any other dwelling unit by any means and is surrounded by yards.

Dwelling, single-family, zero lot line, common. A single-family development (attached and semi-detached units) where the units are connected on one (1) side by means of a common dividing structural or load-bearing wall of at least ten (10) linear feet to another one-family dwelling. Each dwelling is located on its own individual lot and adjacent structures are placed on an alternate side lot line.

Dwelling, single-family, zero lot line, parallel. A detached single-family development where the units are placed on parallel side lot lines and each dwelling is located on its own individual lot.

Dwelling, two-family. A building on a single lot containing two (2) dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

Group home. A residential home, provided by an agency, organization or individual, for mentally or physically handicapped persons and which is licensed by the State of South Carolina to provide such a service.

APPENDIX 26-B: LEGACY DISTRICTS

Hotel. A commercial establishment offering transient lodging in ten (10) or more rooms, in which sleeping accommodations are offered to the public, with access through an inside lobby or the office, and in which there is a public dining room for the convenience of the guests. (Ord. 057- 10HR; 9-21-10)

Hunt club. A private sporting club organized and operated for the purpose of lawfully hunting game and/or wildlife, with or without dogs, and whether on horseback, a motorized vehicle, or on foot. A hunt club may include primary and accessory structures, such as a clubhouse, kennels, stables, and storage facilities.

Hotel. A commercial establishment offering transient lodging in ten (10) or more rooms, in which sleeping accommodations are offered to the public, with access through an inside lobby or the office, and in which there is a public dining room for the convenience of the guests.

Hunt club. A private sporting club organized and operated for the purpose of lawfully hunting game and/or wildlife, with or without dogs, and whether on horseback, a motorized vehicle, or on foot. A hunt club may include primary and accessory structures, such as a clubhouse, kennels, stables, and storage facilities.

Loft dwelling. A dwelling unit established in an existing nonresidential building; the floor placed between the roof and the floor of the uppermost story within a single-family detached dwelling, the floor area of which is not more than one-third of the floor area of the story or room in which it is placed.

Manufactured home. A factory-built, single-family structure that is manufactured under the authority of 42 U.S.C. Sec. 5401, the National Manufactured Home Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chassis and is used as a place of human habitation. The term "manufactured home" shall not include prefabricated modular dwellings placed on permanent foundations, nor shall it include travel trailers, campers or similar units designed for recreation or other short term uses.

Manufactured home park. A lot used, designed or intended to be used for the purpose of supplying a parking space for two (2) or more occupied manufactured homes for rent or sale, and which includes buildings, structures, vehicles, or enclosures used or intended to be used as part of that manufactured home park. Sales or storage lots for unoccupied manufactured homes are not considered to be manufactured home parks.

Manufactured home subdivision. A parcel or contiguous parcels of land subdivided into two (2) or more lots configured for development of manufactured housing for rent or sale.

Market showroom. A building or structure used principally for the display of merchandise.

Motel. A commercial establishment offering transient lodging in ten (10) or more rooms, in which sleeping accommodations are offered to the public, and which has individual entrances from outside the building to serve the separate units, and which further provides a location for the parking of guests' automobiles.

Outside storage. The storage of any material for a period greater than forty-eight (48) hours including items for sale, lease, processing, and repair (including vehicles) not in an enclosed building.

Park. An area or facility intended to be used for recreation, exercise, sports or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty, but specifically excluding commercially operated amusement parks.

Parks, public. A park owned or operated by a government agency(ies) for public recreational use.

Place of worship. A structure (or structures) and the parcel on which it is located, in/on which persons regularly assemble for religious worship. The term "place of worship" shall not include accessory uses such as day cares, schools, thrift shops and other facilities designed for ministries incidental to the use as a place of worship. Family life centers, church offices, regular worship ("Sunday School") classrooms and fellowship halls are considered accessory uses and part of a "place of worship" as defined herein.

Public recreation facilities. Facilities, other than parks, owned or controlled by a public entity for the purpose of providing recreational pursuits. Public recreation shall include such facilities as swimming pools, gymnasiums and indoor tracks.

Racetrack. A facility containing a roadway that is used primarily for automobile, animal, and/or motorcycle racing. A racetrack may include seating, concession areas, and parking facilities along with accessory offices.

Radio, television, and other similar transmitting towers. A mast, pole, monopole, guyed or freestanding framework, or other vertical elements that act as an antenna or to which an antenna is affixed or attached.

Recreational vehicle. A vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

Repair and maintenance services, automobile, major. An establishment engaged in the significant repair and replacement of parts and motor services to automobiles, including, but not limited to, such services

as: engine rebuilding, reconditioning of automobiles, the removal from any vehicle of a major portion (i.e., the differential, transmission, head, engine block, or oil pan) thereof for replacement or repair, the repair of damaged motor vehicles or trailers (including body, frame, or fender straightening or repair), and/or the painting of vehicles.

Repair and maintenance services, automobile, minor. An establishment engaged in the sale of automotive fuels or oils, and the incidental repair and replacement of parts and motor services to automobiles, including oil change, tire sales, and alignment, but not including any operation specified under “repair and maintenance services, automobile, major.”

Roominghouse or boardinghouse. An establishment, other than a hotel, motel, or bed and breakfast, in which more than three (3) persons who are not members of the owner’s immediate family are housed or lodged in rooms used or intended to be used for living and sleeping, but not for cooking or eating purposes, for compensation, with or without meals being provided. Any dwelling in which such accommodations are offered in ten (10) or more rooms shall be considered to be a hotel or motel.

Sexually oriented business. An adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, sexual device shop, or sexual encounter center. As used in this chapter, the following definitions shall apply to such businesses:

- (a) *Adult arcade.* Any place where the public is permitted or invited wherein coin- operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.
- (b) *Adult bookstore or adult video store.* A commercial establishment which, as one of its principal business purposes, offers for sale or rental (for any form of consideration) adult media.
 - (1) As used in this definition, “*principal business purpose or purposes*” means the commercial establishment has a substantial portion of its displayed merchandise which consists of said items; or has a substantial portion of the wholesale value of its displayed merchandise which consists of said items; has a substantial portion of the retail value of its displayed merchandise which consists of said items; or derives a substantial portion of its revenues from the sale or rental, for any form of consideration, of said items; or maintains a substantial section of its interior business space for the sale or rental of said items.

- (2) As used in this definition, “*substantial*” means twenty-five percent (25%) or more.
- (c) *Adult Cabaret*. A nightclub, bar, restaurant, or similar commercial establishment, which regularly features, regardless of whether alcoholic beverages are served, persons who appear in a state of nudity or semi-nudity.
- (d) *Adult Media*. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, videocassettes or compact discs, digital video discs, video reproductions, slides, or other visual representations, which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas.
- (e) *Adult motel*. A hotel, motel, or similar commercial establishment that:
 - (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, slides, compact discs, digital video discs, video reproductions, or similar photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and advertises the availability of such material by means of any on or off- premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio, or television; or
 - (2) Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
 - (3) Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.
- (f) *Adult Motion Picture Theater*. A commercial establishment that, for any form of consideration, exhibits or shows films, motion pictures, videocassettes, slides, compact discs, digital video discs, video reproductions, or similar photographic reproductions that are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas.
- (g) *Characterized By*. To describe the essential character or quality of an item, activity, or thing. As applied in this ordinance, no business shall be classified as a sexually oriented business by virtue of showing, selling or renting materials rated NC-17 or R by the Motion Picture Association of America.
- (h) *Child Care Facility*. A facility as defined in S.C. Code Ann. § 20-7-2700(b).
- (i) *Establishment of a sexually oriented business*. Any of the following:

APPENDIX 26-B: LEGACY DISTRICTS

- (1) The opening or commencement of any sexually oriented business as a new business;
 - (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
 - (3) The addition of another type(s) of sexually oriented business to any other existing sexually oriented business, such as the addition of an adult video store to an existing sexual device shop; or
 - (4) The relocation of any sexually oriented business.
- (j) *Nude or a state of nudity.* The showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage, or the showing of bare female breasts. This definition shall not include the act of a female breast-feeding a child in a public place; nor to infants or toddlers in a public place, nor to exposure of the human female breasts above a horizontal line across the top of the areola exhibited by a dress, blouse, shirt or other similar wearing apparel; nor to exposure of cleavage of the human female breasts exhibited by a dress, blouse, shirt, or similar wearing apparel.
- (k) *Person.* An individual, proprietorship, partnership, corporation, association, or other legal entity.
- (l) *Premises.* The real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business structure, the grounds, private walkways, and parking areas under the ownership, control, or supervision of the sexually oriented business.
- (m) *Regularly.* The consistent and repeated doing of the act so described.
- (n) *Semi-nude.* A state of dress in which the human male or female genitals, pubic area, vulva, anus, and anal cleft or cleavage are covered by fully opaque cloth or other material.
- (o) *Sexual Device Shop.* A commercial establishment that offers for sale:
- (1) Any two of the following categories: 1) adult media, 2) lingerie; or 3) sexual devices; and combination thereof constitutes more than ten percent (10%) of its stock in trade

or occupies more than ten percent (10%) of its interior business space.

- (2) More than five percent (5%) of its stock in trade consists of sexual devices; or
 - (3) More than five percent (5%) of its interior business space is used for the display of sexual devices.
 - (4) Nothing in this definition shall be construed to include any pharmacy, drug store, medical clinic, or any establishment primarily dedicated to providing medical or healthcare products or services.
- (p) *Sexual Device.* Any three (3) dimensional object designed and marketed for stimulation of the male or female human genital organ or anus, or for sadomasochistic use or abuse of oneself or others, and shall include devices such as dildos, vibrators, penis pumps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or preventing pregnancy.
- (q) *Sexual Encounter Center.* A business or commercial enterprise that regularly offers, for any form of consideration, physical contact in the form of wrestling or tumbling between persons when one or more of the persons is semi-nude or nude.
- (r) *Specified Anatomical Areas.* The human genitals, pubic region, buttocks; the female breast below a point immediately above the top of the areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.
- (s) *Specified sexual activities.* Any of the following:
- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;
 - (2) Actual or simulated intercourse, oral copulation, masturbation or sodomy; or
 - (3) Excretory functions as part of or in connection with any of the activities set forth in subsection (1) through (2) of this definition.
- (t) *Viewing Room.* A room, booth, or other enclosed or partially enclosed area where a patron or patrons of a sexually oriented business would ordinarily be positioned while watching adult media or live entertainment.

APPENDIX 26-B: LEGACY DISTRICTS

Shipping container. A structure originally, specifically or formally designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, designed for or capable of being mounted or moved on a rail car and/or designed for or capable of being mounted on a chassis or bogie for movement by truck or trailer or loaded on a ship. (Ord. 025- 14HR; 5-20-14)

Sludge. Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

Special congregate facilities. Congregate facilities characterized by a clientele composed of persons who generally do not possess personal automobiles to assist them in their daily transportation throughout the area and its vicinity. Such facilities may include indigent care facilities, shelter facilities, hostels, and similar facilities.

Swine farms. A tract of land devoted to raising fifty (50) or more animals of the porcine species.

Tee Box. The area in a driving range where players stand to hit golf balls (i.e., tee shots).

Temporary use. A land use (or structure) that is needed or is in place for a limited duration.

Townhouse: A single-family dwelling unit attached by fireproof common walls to other similar type units, each unit having an open space for light, air, and access in the front and rear. There shall be not less than three (3) or more than seven (7) such units connected together. (Ord.No. 036-15HR; 7-28-15)

Townhouse dwelling unit. A one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, having a totally exposed front and rear wall to be used for access, light and ventilation.

Transformer station. A utility substation where the voltage of electrical energy is changed.

Vehicular display area. An area designed and used for the display and storage of vehicles for sale or lease.

Vehicular surface area. The unenclosed area within a development designed and used for the movement and storage (parking) of motor vehicles. This definition shall not include driveways used for ingress and egress to a development.

Yard sale. The sale or offering for sale to the general public of over five (5) items of personal property on any portion of a lot containing a residential use, whether within or outside any building.

TABLE 26-5.13(e): Green Building Features

Schedule	Green Building Feature
B	At least 25 percent but less than 50 percent
A	At least 5 percent but less than 25 percent
Vegetation	
AB	Retain a minimum of 50 percent of existing pre-development natural vegetation
A	Retain a minimum of 25 percent of existing pre-development natural vegetation
A	Remove all lawn or turf in favor of ground cover consisting of plant material or mulch
B	Limit turf grass to no more than 40 percent of the landscaped area
Urban Agriculture	
A	Provide a fenced, centrally located community garden space (which may be located as a rooftop garden) for residents and for urban gardening purposes at a ratio of 50 square feet per dwelling unit
B	Provide a fenced, community garden space for employees at an office, for gardening purposes at a ratio of 15 square feet per employee
B	Provide a minimum of one on-site composting station for every 25 residential dwelling units
Building Materials	
AA	Source a minimum of 25 percent, by cost, of construction materials from recycled products or products manufactured, extracted, harvested, or recovered within 250 miles of the site
Transportation	
A	Provide a minimum of four quantity of functional electric vehicle (EV) level 3 charging stations <u>equal to at least two percent of all parking spaces, with a minimum of two stations, in locations accessible to all persons in the development that are made available in a parking structure or off-street parking lot to those using the building</u>
B	<u>Provide a quantity of functional electric vehicle (EV) level 2 charging stations equal to at least two percent of all parking spaces, with a minimum of two stations, in locations accessible to all persons in the development</u> Provide a 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
B	Provide more bicycle parking than required by Sec. 26-5.2(i)(1), Minimum Bicycle Parking Required while ensuring that all other bicycle parking standards required in Sec. 26-5.2, Off-Street Parking and Loading are met
Resiliency to Natural Hazards	
B	Equip the project with at least one alternative, independent source of electricity supply so that the project is capable of operating if a primary source of power experiences an interruption
A	If the project involves a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for post-flood recovery, design the facility to be protected and operable at the water levels represented by an 0.2 percent annual chance (500-year) flood
A	Elevate new and/or existing structures more than three feet above Base Flood Elevation
B	Install operable windows to allow for natural ventilation in the event of power failures
NOTES:	
[1] "AAA" means credited as provision of three Schedule A features, ""BB" means credited as provision of two Schedule B features, and so on.	
[2] LEED Certification is managed by the U.S. Green Building Council. Equivalent criteria include the International Code Council Green Construction Code, the National Green Building Standards, or other programs as determined by the Zoning Administrator.	

(f) Installation and Maintenance of Green Building Features

- (1)** Failure to properly install or maintain approved green building features that are to be provided to comply with this section is a violation of this Ordinance, and may result in revocation of the development approval or permit.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County, the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Orej; and other related matters

Notes:

First Reading: October 17, 2023

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT OREI; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project OREI (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$65,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair") is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. *Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

[End of Ordinance]

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: October 17, 2023
Second Reading: November 7, 2023
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT OREI

Effective as of: [_____, 2023]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 2023] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT OREI (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$65,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____, 2023] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2023] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of [_____] has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II
PUBLIC INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$65,000,000 in taxable property in the Project ("Investment Commitment") by [_____, 2028] ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the "Non-Workforce Housing Public Infrastructure"), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as "workforce housing" (collectively, the "Workforce Housing Public Infrastructure"). For purposes of this Agreement, "workforce housing" shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of AMI, as published by Fannie Mae, for the Project location of [_____], Columbia, South Carolina.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County's Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Infrastructure, documentation, which documentation may include, without limitation pay applications, invoices, accounting logs, rent rolls, and related documentation, sufficient to reflect the number of housing units comprising the Project that the Company is submitting as "workforce housing" for the purposes of Workforce Housing Public Infrastructure qualification (the "Certified Workforce Housing Unit Level") as well as the construction costs attributable to such units, all in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance

with applicable codes or regulations. The County’s Economic Development Department shall, on a date no later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) On or before _____ of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit (e.g., _____, 2025 corresponds to tax year 2026), the Company shall submit to the County Auditor an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year. Following receipt of such certification, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement, as may be adjusted pursuant to such certification (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested, or caused to be invested in, by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2028;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against

Fax: _____

with a copy to

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding **[\$5,000]**. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project OREI has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT OREI

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below; provided, however, notwithstanding anything herein to the contrary, for purposes of this Agreement, aggregate Company Public Infrastructure shall not exceed \$12,500,000.

<u>Description</u>	<u>Budget</u>
Storm Drainage	\$1,041,073
Water (On-Site)	\$1,075,500
Sewer (On-Site)	\$313,790
Road Public Improvements	\$109,484
Sidewalks	\$350,000
Landscaping	\$600,000
Water (Off-Site)*	\$568,500.00
Construction costs associate with workforce housing	\$8,441,653
Total Public Infrastructure Costs	\$12,500,000

*Cost being incurred by master developer as a result of project moving forward

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in, or caused to be invested in, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops ; provided, however, notwithstanding anything herein to the contrary, for purposes of this Agreement, aggregate Company Public Infrastructure shall not exceed \$12,500,000.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such 50% Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

[To be inserted.]

EXHIBIT E (See Section 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

See attached.

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Case # 23-039MA
Alonza Haynes, Jr.
RU to OI (2.69 Acres)
1849 Willowby Street
TMS # R19707-01-06

Notes:

First Reading: October 24, 2023
Second Reading:
Third Reading:
Public Hearing: October 24, 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 # R19707-01-06 FROM RURAL DISTRICT (RU) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); 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 # R19707-01-06 from Rural District (RU) to Office and Institutional District (OI)

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: October 24, 2023
First Reading: October 24, 2023
Second Reading: November 7, 2023
Third Reading: November 14, 2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

**REQUIRING CERTAIN ACCOUNTABILITY PRACTICES
CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN
RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“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 reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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 no later 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, but may request such other information as the County may deem necessary or prudent:

- 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 Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety 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 any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such 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.

AND IT IS SO RESOLVED this ____ day of _____ 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 Annual Accountability Report for Year End 2023

Company Name:

Website address:

Contact Information

Top Official:

Name

Title

Phone number

Email address

Finance:

Name

Title

Phone number

Email address

Human Resources:

Name

Title

Phone number

Email address

Emergency Contact:

Name

Title

Phone number

Email address

Purchasing/Procurement Manager:

Name

Title

Phone number

Email address

Employment

of employees as of 12/31/2023

of new positions created in 2023?

What percentage of your workforce lives in Richland County?

Demographics & Wages

Average wage for full-time positions

Gender (% of workforce): Male

Female

Undisclosed/Non-Binary

Race (% of workforce): African-American

White

Asian

Hispanic or Latino

Other

Capital Investment

Please include a copy of your most recent PT300 form

Other

- Please contact us for an existing industry visit
- We are interested in participating in Industry Council meetings

Comments

Please complete form and return to:
Richland County Economic Development
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201
Or e-mail to
bugby.kate@richlandcountysc.gov
Questions? Please call 803-576-1329

Richland County Council Request for Action

Subject:

Detainee Food Service Provider

Notes:

October 24, 2023 – The Detention Ad Hoc Committee recommended Council approve the contract award for Detainee Food Service to Trinity Services Group, Inc.



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Alvin S. Glenn Detention Center	Division:	
Date Prepared:	October 12, 2023	Meeting Date:	October 17, 2023
Legal Review	Patrick Wright via email	Date:	October 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 18, 2023
Finance Review	Stacey Hamm via email	Date:	October 17, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Detention Center Ad Hoc		
Subject	Detainee Food Service Provider for Alvin S. Glenn Detention Center		

RECOMMENDED/REQUESTED ACTION:

After a thorough evaluation of the submittals from the solicitation for Detainee Food Service provider for the Alvin S. Glenn Detention Center (ASGDC), staff request approval to proceed with an award to Trinity Services Group, Inc.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County budgets annually for detainee food services costs. The current annual cost is estimated to be \$2,900,000 but does vary based upon facility occupancy. While final costs would be determined, if approved by Council, during the negotiations, based upon submissions, it is estimated that costs would be +/- approximately 11% of current annual appropriations and would not require any further appropriations in the current fiscal year.

Applicable department/grant key and object codes: 1100210000.526500

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

An RFP (Request for Proposal) RC-591-P-24 "Detainee Food Service" was issued on August 14th, 2023; there were two (2) submissions to the request. An evaluation team of three (3) reviewed the responses. The recommendation is to award to Trinity Services Group, Inc.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

SC Code Section 24-9-10 and 24-9-20.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

On August 14, 2023, the County issued a solicitation for a Detainee Food Service Provider at the Alvin S. Glenn Detention Center (ASGDC). The solicitation close date was September 13, 2023. The solicitation is done to ensure the County can adequately provide this service on a continual basis with the upcoming expiration of the existing agreement. After a thorough evaluation of all submittals, the evaluation team recommends approval to enter into negotiations and, upon completion of successful negotiations, award an agreement to Trinity Services Group, Inc. to provide these services. The current agreement expires on December 31, 2023.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 6 - Establish Operational Excellence
 - Objective 6.7 Address current and future resource needs

Richland County Council Request for Action

Subject:

Alvin S. Glenn Visitation Center Conversion Project Contract Award

Notes:

October 24, 2023 – The Detention Center Ad Hoc Committee recommended Council approve the contract award for Alvin S. Glenn Detention Center (ASGDC) Attorney Visitor Center to JM Cope.



Agenda Briefing

Prepared by:	Hayden Davis	Title:	Project Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	October 4, 2023	Meeting Date:	October 24, 2023
Legal Review	Patrick Wright via email	Date:	October 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 17, 2023
Finance Review	Stacey Hamm via email	Date:	October 17, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Detention Center Ad Hoc		
Subject	Alvin S. Glenn Visitation Center Conversion Project Contract Award		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council award a contract to JM Cope to construct the Alvin S. Glenn Detention Center (ASGDC) Attorney Visitation Center.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The cost of the project is \$3,655,000.00 with a contingency of approximately 15%, for a total cost of \$4,204,000.00. The contingency is requested to address any unforeseen conditions as a result of the age of the existing facilities and the complexity of the project due to the amount of detention equipment (security doors, security windows, locking hardware, security equipment preparations, etc.) and the restricted access to the site.

Funding will be sourced from the Facilities Construction and Renovation Bond in the Capital Projects budget.

Applicable department/grant key and object codes: 1337995000-532200-11760000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid (RFB) RC-579-B-24 "Alvin S. Glenn Visitation Center Conversion" was issued on August 14th, 2023; there were three (3) submissions to the request. The bids were opened on September 19th, 2023, at 3:00 PM. Upon evaluation, JM Cope, was the lowest, responsive, responsible bidder with a bid of \$3,655,000.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

The Alvin S. Glenn Detention Center (ASGDC) Visitation Center Conversion project addresses the needs and requirements of the legal community by providing secure space for communications and interactions between attorneys and detainees.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Alvin S. Glenn Detention Center (ASGDC), located at 201 John Mark Dial Rd, currently has sub-standard attorney/detainee visitation booths and conference areas. This has led to issues while transferring detainees from housing units to the current visitation area while also extending the time required for attorneys to meet with their clients. The project will consist of renovating a portion of the old Tango dorm housing unit into a new Attorney Visitation area to allow for better and more secure interactions. Approximately half of the Tango facility will be converted into the visitation area with seven individual limited-contact interview booths, one direct-contact visitation room, and one large attorney conference room. The project will also construct a secure connecting hallway to the Phase 5 housing units.

Staff requests approval of a contract between JM Cope and Richland County to construct the Attorney Visitation Center at the Alvin S. Glenn Detention Center in the amount of \$3,655,000.00 with a contingency of approximately 15%, resulting in a total cost of \$4,204,000.00. The contingency is requested to address any unforeseen conditions as a result of the age of the existing facilities and the complexity of the project due to the amount of detention equipment (security doors, security windows, locking hardware, security equipment preparations, etc.) and the restricted access to the site. Any use of the contingency must be requested in writing by the contractor, reviewed and recommended by the Architectural firm, the County's Project Manager, Procurement, and approved by the County Administrator.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 4.3: Create excellent facilities

By undertaking this project, the County improves opportunities for interaction between attorneys and their clients, increases the safe and secure movement of detainees throughout the facility, and contributes to the improvement of the Alvin S. Glenn Detention center.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The work will be coordinated with ASGDC staff to help minimize the impact on the facility. The contractor will ensure that the work will be confined to the work zone and will take measures to ensure the area is cordoned off and inaccessible to detainees. It is anticipated that the project will take approximately a year to complete once a contract is executed and a notice to proceed is issued.

ATTACHMENTS:

1. Bid Tab sheet
2. Architect's letter of Recommendation

RC-578-B-24 Alvin S. Glenn Visitation Center Conversion		Bid Tabs
Brantley Construction Company	CARBRA Construction and Design Inc	JM Cope
\$ 4,332,000.0	\$ 3,750,000.0	\$ 3,655,000.0

MOSELEYARCHITECTS

RICHLAND COUNTY ASG VISITATION CENTER CONVERSION

PROJECT LOCATION: 201 John Mark Dial Road, Columbia, SC

ARCHITECT'S PROJECT NO.: 591986.1

PROJECT ARCHITECT: Jason Hopkins

MOSELEY ARCHITECTS ADDRESS: 1320 Main Street, Suite 300, Columbia, SC, 29201

Mr. Hayden Davis,

Having reviewed the bid provided by JM cope for the Richland County ASG Visitation Center Conversion project, they are the lowest responsive and responsible bidder having submitted a bid in good faith and in accordance with all bidding procedures. Upon our request for AIA Document A305, Contractor's Qualification Statement, JM Cope has provided that document. According to the responses submitted to various questions regarding claims, recent projects, litigation, bonding capacity, and financials, they appear to be qualified to complete the work as described in the bidding documents and within the allocated schedule.

Sincerely,



Luke Janik

Richland County Council Request for Action

Subject:

Award of Construction - Dirt Road Package O

Notes:

October 24, 2023 – The Transportation Ad Hoc Committee recommended Council approve the award of the construction contract to Cherokee, Inc. based on the bid received in the amount of \$1,359,494.45, to include a construction contingency of 10% for a total approved amount of \$1,495,443.90.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, P.E.	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	October 4, 2023	Meeting Date:	October 24, 2023
Legal Review	Patrick Wright via email	Date:	October 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	October 17, 2023
Finance Review	Stacey Hamm via email	Date:	October 17, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of Construction - Dirt Road Package O		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of the construction contract to Cherokee, Inc based on the bid received in the amount of \$1,359,494.45, to include a construction contingency of 10% for a total approved amount of \$1,495,443.90.

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 dirt road annual budget includes \$1,262,705.00 encumbered on requisition R2400872, as well as \$2,467,231.53 available for the remaining project cost and contingency. Following this project, we anticipate having \$2,234,492.63 in the construction budget and an additional \$200,000.00 saved in the professional services budget to help move up to two more projects to construction this fiscal year.

Applicable department/grant key and object codes: key:13320302, object:532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for bids RC-592-B-24 was issued on August 16, 2023. Two submissions were received and opened on September 19. Bids were evaluated and Cherokee, Inc. was found to be the lowest, responsive, responsible bidder.

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.

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Transportation Department is initiating the Council approved project to improve and pave the following four dirt roads:

Howard Coogler Road	District 1	740 LF
Sara Mathews Road	District 7	2075 LF
Nathan Ridge Lane	District 10	1732 LF
Jackson Road	District 10	539 LF

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This award commits to action Goal 3 of the strategic plan, commit to fiscal responsibility. The project is an example of an initiative that aligns with the available resources.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The project SLBE goal is 12%. Cherokee, Inc has committed to achieve the goal.

ATTACHMENTS:

1. Procurement Department Letter of Recommendation

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov



September 19, 2023

To: Mr. Michael Maloney, Interim Director of Transportation

From: Deramus Forrester, Contract Analyst

CC: Mrs. Jennifer Wladischkin, Procurement Director, Mr. Michael P. Green, Project Manager

Re: RC-592-B-24 Dirt Road Package O Project

A bid opening was conducted at 3:00 PM on Wednesday, September 19th, 2023, via the County's online procurement portal. Procurement has reviewed the (2) two submitted bids for the Dirt Road Package O Project which was submitted via Bonfire and found no discrepancies. The bids received were as follows:

Dirt Road Package O Project - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Cherokee	\$1,359,494.45
McClam and Associates In	\$1,743,915.57

Further review shows that Cherokee, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 3 p.m. on August 30th, 2023 during which attendees gained information and bidding directives for the project. See the attached sign-in log.

Attached is a final bid tab sheet for your reference which indicates Cherokee's bid is 15.8% higher than the Engineer's Estimate of \$1,173,140, dated June 23, 2023. The SLBE goal for this project is 12% which the Cherokee, Inc. also committed to.

Provided that Transportation can provide the additional funding, it is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Inc., to include a 10% construction contingency of \$135,949.45.

Deramus Forrester

DocuSigned by:
Deramus Forrester
4D1794B7647A49D...

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-592-B-24	Project Name: Dirt Road Package O Project	Date: 8/30/2023	
		Time: 2 pm	
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
	Miller		
Dennis Corporation	Brian Pinson	bpinson@denniscorporation.com	
Cherokee Inc	John Jordan	jjordan@cherokee-sc.com	
C.R. Jackson, Inc.	Al Bescher	ABescher@crjackson.com	
Richland County	Tamar Black	BLACK.TAMAR@richlandcountysc.gov	803-576-2132
Richland County	Jennifer Wladischkin	wladj@richlandcountysc.gov	803-576-2126
Richland County	Michael Green	GREEN.MICHAEL@richlandcountysc.gov	803-766-5607
Richland County	Ali Eliadorani	ELIADORANI.ALI@richlandcountysc.gov	803-766-5615
Richland County	Kazi Islam	ISLAM.KAZI@richlandcountysc.gov	803-766-5608
Richland County	Deramus Forrester	FORRESTER.DERAMUS@richlandcountysc.gov	803-576-2130

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

RC-592-B-24 Dirt Road Package O Project
Due Date 9/19/2023 3:00pm

Total Cost	
Cherokee, Inc.	\$ 1,359,494.45
McClam and Associates Inc	\$ 1,743,915.5687499999



REQUEST OF ACTION

Subject: FY24 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$12,000** for District 5.

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 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 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding				\$ 82,425
FY2023 Remaining				\$ 47,625
	Greater Association	Rosewood	Merchants	\$ 12,000
Total Allocation				\$ 12,000
Remaining FY2024 Balance				\$ 77,650

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
- 3rd Reading of the Budget FY24- June 6, 2023

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: FY24 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$30,000** for District 7.

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 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 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 53,025
The Big Red Barn Retreat	\$ 10,000
Junior League of Columbia	\$ 20,000
Total Allocation	\$ 30,000
Remaining FY2024 Balance	\$105,450

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
- 3rd Reading of the Budget FY24- June 6, 2023

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
JOHN LADAVID CHARITY III 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: John Ladavid Charity, III 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 him by the governing body of this County, including the enforcement of the County's animal control regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, John Ladavid Charity, III shall not perform any custodial arrests in the exercise of his duties as code enforcement officer. This appointment shall remain in effect only until such time as John Ladavid Charity, III is no longer employed by Richland County to enforce the County's animal control regulations.

ADOPTED THIS 7th DAY OF November, 2023.

Overture E. Walker - Chair
Richland County Council District 8

ATTEST this 7th day of November, 2023

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
EPIHANY NEFERTARIE HENLEY 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: Epihany Nefertarie Henley 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 her by the governing body of this County, including the enforcement of the County's animal control regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Epihany Nefertarie Henley shall not perform any custodial arrests in the exercise of his duties as code enforcement officer. This appointment shall remain in effect only until such time as Epihany Nefertarie Henly is no longer employed by Richland County to enforce the County's animal control regulations.

ADOPTED THIS 7th DAY OF November, 2023.

Overture E. Walker - Chair
Richland County Council District 8

ATTEST this 7th day of November, 2023

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
JACQUELINE SAKIL AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT: Jacqueline Sakil 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 her by the governing body of this County, including the enforcement of the County's business license 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, Jacqueline Sakil shall not perform any custodial arrests in the exercise of her duties as code enforcement officer. This appointment shall remain in effect only until such time as Jacqueline Sakil is no longer employed by Richland County to enforce the County's business license regulations.

ADOPTED THIS 7th DAY OF November, 2023.

Overture E. Walker - Chair
Richland County Council District 8

ATTEST this 7th day of November, 2023

Anette A. Kirylo
Richland County Clerk to Council