

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MARCH 01, 2022

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

AGENDA

Regular Session
March 01, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker, Chair
Richland County Council
 - a. ROLL CALL
2. **INVOCATION** Pastor Jeff Phillips on behalf of
the Honorable Overture Walker
3. **PLEDGE OF ALLEGIANCE** The Honorable Overture Walker
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing James C. Brown's Retirement The Honorable Yvonne McBride
 - b. A Proclamation Supporting CIU's RAMServe Day The Honorable Gretchen Barron
The Honorable Paul Livingston
5. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Regular Session: February 15, 2022 [PAGES 9-19]
6. **ADOPTION OF AGENDA** The Honorable Overture Walker
7. **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.

b. Alvin S. Glenn Detention Center

c. Convention Center Expansion

8. CITIZEN'S INPUT

The Honorable Overture Walker

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

9. CITIZEN'S INPUT

The Honorable Overture Walker

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

**10. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 20-26]**

Leonardo Brown,
County Administrator

a. Coronavirus Update

b. Project Updates

c. Other Updates

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; to rename the Chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County

b. Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto

The Honorable Overture Walker

14. APPROVAL OF CONSENT ITEMS

a. An Ordinance Authorizing an easement to East Richland County Public Service District for sewer utility facilities; specifically located at the Cooper Library Branch of the

Richland Library, being at 5317 Trenholm Road and described as
TMS # 14014-06-25 [FIRST READING] [PAGES 27-44]

- b. County Attorney's Office - Purchase of the Edgewood Library Branch property (2101-13 Oak Street) [PAGES 45-66]
- c. Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance [PAGES 67-106]
- d. Award Contract for Body Removal Services [PAGES 107-108]
- e. Community Planning & Development – Business Service Center - Business License Tax Rate Schedule Rebalance [PAGES 109-125]
- f. Operational Services - Approve Funding for the Modernization of (6) Elevators at 2020 & 2000 Hampton Street [PAGES 126-129]
- g. Operational Services - Approval to Award Contract for (2) Fire Station Roofs [PAGES 130-133]
- h. Utilities - Hopkins Utilities Office – Sewer Connection [PAGES 134-139]
- i. Department of Public Works – Solid Waste & Recycling Division - Approval of Class 2 Solid Waste Disposal Contract Amendment [PAGES 140-164]

15. THIRD READING ITEMS

The Honorable Overture Walker

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; to rename the Chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County [PAGES 165-277]
- b. Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto [PAGES 278-296]

16. SECOND READING ITEMS

The Honorable Overture Walker

- a. 21-028MA
Matt Rains
HI to RS-MD (113.2 Acres & 8.32 Acres)
Farrow Road
TMS # R17600-02-32 & 46 [PAGES 297-298]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County and Project Vanguard; identifying the project; and other matters related thereto [PAGES 299-300]
- 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 Vanguard to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the conveyance of certain real property to Project Vanguard; and other related matters [FIRST READING] [PAGES 301-336]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and a company known for the time being as Project Wolf; identifying the project; and other matters related thereto [PAGES 337-338]
- d. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and a company known for the time being as Project Jackal; identifying the project; and other matters related thereto [PAGES 339-340]
- e. A Resolution certifying property as an abandoned building site pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67 of the Code of Laws of South Carolina, 1976, as amended [PAGES 341-343]

18. REPORT OF CORONAVIRUS AD HOC COMMITTEE

The Honorable Gretchen Barron

- a. Grant Management Software [PAGES 344-346]
- b. ERAP Vendor [PAGES 347-356]

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Jesica Mackey

- a. Blythewood Rd. Widening Right-of-Way Condemnations [PAGES 357-360]
- b. Mitigation Credit Sales-Villages at Congaree Point [PAGES 361-372]

20. OTHER ITEMS

The Honorable Overture Walker

- a. FY22 - District 2 Hospitality Tax Allocations: [PAGES 373-374]

- 1. Auntie Karen Foundation - \$5,000
- b. FY22 - District 7 Hospitality Tax Allocations: **[PAGES 375-376]**
 - 1. Columbia City Ballet: Motown - \$5,000
 - 2. Auntie Karen Foundation: 18th Annual Legends Concert - \$5,000
- c. FY22 - District 9 Hospitality Tax Allocations: **[PAGES 377-378]**
 - 1. Auntie Karen Foundation: 18th Annual Legends Concert - \$5,000
- d. FY22 - District 11 Hospitality Tax Allocations: **[PAGES 379-380]**
 - 1. Auntie Karen Foundation - \$5,000
- e. Regional Gateway Project - Intergovernmental Agreement (IGA) **[UNDER SEPARATE COVER]**
- f. An Emergency Ordinance extending previous emergency ordinances requiring the wearing of face masks to help alleviate the spread of COVID-19 **[PAGES 381-383]**

21. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

22. MOTION PERIOD

23. ADJOURNMENT



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



Richland County Council
Regular Session
MINUTES
February 15, 2022
2020 Hampton Street, Columbia, SC 29202

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

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Ashiya Myers, Randy Pruitt, Michael Byrd, Stacey Hamm, John Thompson, Judy Carter, Bill Davis, Dwight Hanna, Dale Welch, Geo Price, Jeff Ruble, Leonardo Brown, Tamar Black, Lori Thomas, Brittney Hoyle-Terry, Patrick Wright, Justin Landy, Michael Maloney, Aric Jensen, Shane Kitchen, Steven Gaither, Melissa Hughey, Syndi Castellccio, Sierra Flynn, Abhi Deshpande, Dante Roberts and Chris Eversmann

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM. He stated that Councilwoman McBride is not present tonight due to her attendance at the National Association of Counties (NACo) Legislative Conference in Washington, DC.
2. **INVOCATION** – The Invocation was led by Pastor Simeon Moultrie on behalf of the Honorable Gretchen Barron.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gretchen Barron.
4. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: February 8, 2022** – Ms. Newton moved, seconded by Ms. Barron, to approve the minutes as distributed.

Mr. Malinowski noted that a correction needed to be made to the motion on Item 16(b): “Richland County Conservation Commission – Cabin Branch Property Purchase” needs to be corrected as follows: “to allow the Conservation Commission to enter into negotiations regarding the purchase...”

Ms. Terracio moved, seconded by Ms. Newton, to approve the minutes as corrected.

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

Not Present: McBride

The vote in favor was unanimous.

**Special Called
February 15, 2022**

5. **ADOPTION OF AGENDA** – Mr. Pugh moved, seconded by Ms. Barron, to adopt the agenda as published.

Mr. Malinowski asked Patrick Wright, County Attorney, when he was made aware of the items that were added under the Report of the Attorney for Executive Session Items, which required the agenda to be amended.

Mr. Wright responded he was made aware of two of them on Thursday, February 10th. He was informed of the other item on Monday, February 14th.

Mr. Malinowski inquired if they were time-sensitive.

Mr. Wright responded Items 6(a) and (b) are time sensitive.

Mr. Malinowski inquired as to when the agenda was sent to the public.

Ms. Kirylo responded the amended agenda was provided to Council, and the public, on Monday, February 14th.

Mr. Malinowski stated, for the record, to pay attention to the items for the agenda.

Mr. O. Walker stated, in fairness to staff, Mr. Wright was informed by outside counsel on Thursday, about the upcoming hearings on Items 6(a) and (b).

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

Not Present: McBride

The published agenda was adopted unanimously.

Mr. Malinowski moved, seconded by Ms. Barron, to reconsider the agenda.

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

Not Present: McBride

The vote in favor of reconsideration was unanimous.

Ms. Barron moved, seconded by Mr. Malinowski, to add “Alvin S. Glenn Detention Center” to the Report of the Attorney for Executive Session.

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

Not Present: McBride

The vote in favor was unanimous to amend the agenda to add “Alvin S. Glenn Detention Center” to the Report of the Attorney for Executive Session.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. **Regional Gateway Project - Intergovernmental Agreement (IGA)**

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- b. City of Columbia v. Richland County (2018-CP-40-5991) [Pursuant to SC Code of Laws § 30-4-70(a)(2)]
- c. Richland County v. City of Columbia (2019-CP-40-0627) [Pursuant to SC Code of Laws § 30-4-70(a)(2)]
- d. Alvin S. Glenn Detention Center

7. **CITIZENS' INPUT**

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

- 1. Eugene Washington, 2131 Heyward Brockington Road, Columbia, SC 29203; spoke about unsafe practices of GFL Environmental issues.
- 2. Thurmond Guess, 3004 Dell Drive, Columbia, SC 29209; County easement legal document dispute on heir property.

8. **CITIZENS' INPUT**

- a. **Must Retain 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.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** – Mr. Leonardo Brown, County Administrator, stated the number of cases are decreasing, but the County is still considered a high transmission area. He noted the County has distributed all of its Emergency Rental Assistance (ERA I and ERA II) funds. The County requested additional funds from the Treasury, and they opened a Voluntary Reallocation Program. The County has met with SC Housing, and they have agreed to work with us. At this point, we have received approval to receive funds, but a date of receipt has not been given.

b. **Project Updates:**

- **Redistricting Process** – The County has submitted the maps and a letter to the Regulatory Affairs Office, Voter Registration and Elections Office have been notified. Their office will go through a process with the Office of Research and Fiscal Affairs (RFA) and the SC Elections Commission. Once the process has been completed, Voter Registration and Elections will then communicate any concerns about the mapping data. The changes will be communicated to the voters by Voter Registration and Elections.
- **Lobbyist Solicitation(s)** – The County has issued a Notice of Intent to Award to one of the responders. Once it is finalized, it will come back to Council.

Ms. Terracio inquired about the timeframe of when we will have someone in place.

Mr. Brown responded the process is nearing completion. He will notify Council as soon as the lobbyist has been secured.

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- Culinary Arts Institute – Mr. Brown has met with Midlands Technical College and other community partners to inquire about this. The questions posed by Midlands Tech are included in the agenda packet.
- Connecting Communities Initiative – Mr. Brown noted had an opportunity to speak before Leadership Columbia and the Irmo Chamber.

- c. **MBLG: Regional Gateway Project – Intergovernmental Agreement (IGA)** – Mr. Brown stated legal counsel has reviewed the information, and the County has been in conversations with our partners at MBLG. The expectation is the next time this is before Council we will be ready for action.

Mr. James Bennett, Midlands Business Leadership Group (MBLG), thanked Ms. Terracio, Ms. Newton and Mr. Livingston for their participation in the governmental cooperation. He noted they are to the point that in the spring they would go into the planning stage for the gateways. At some point, they will need a formal vote from the County to continue to participate. The governmental entities include: Lexington County, Richland County, City of Columbia, City of West Columbia, Springdale, City of Lexington, Irmo and Forest Acres. They have received approval from all of the entities, with the exception of the City of West Columbia and Richland County. This is a public-private initiative. To implement the eight (8) gateways will cost approximately \$2M. For the first two, Airport (Hwy. 302/Airport Blvd.) and Ft. Jackson will cost about \$1.2M. All of the private funds have been raised. The understanding is the governmental entities will provide ongoing maintenance. The pro rata share for Richland County will be \$46,000/year.

Ms. Barron inquired if \$23,000, per project, will be consistent across all of the gateways.

Mr. Bennett stated, once all of the projects are completed, Richland County's portion will be approximately \$207,000.

Ms. Barron inquired where the funding for these projects will come from in the County's budget.

Mr. Brown responded, ideally, the funding would come from the General Fund.

Mr. Livingston inquired if the MBLG is paying for the physical structures, and the total cost.

Mr. Bennett responded in the affirmative. Upon completion, it will be approximately \$2M.

Mr. Livingston stated he feels the County needs to take advantage of the opportunity to make the gateways into the County more appealing.

Mr. Malinowski requested the overall cost of maintenance and the amount each entity will be providing.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Anette Kirylo, Clerk of Council, reminded Council of the upcoming SCAC Mid-Year Conference and Institute of Government classes.

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

12. **APPROVAL OF CONSENT ITEMS**

- a. **21-037MA, Deborah Stratton, NC to RM-HD (2 Acres & 2.16 Acres), 2241 & 2133 Clemson Road.**

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TMS # R20281-01-24 & R20281-01-27 [THIRD READING]

b. 21-040MA, Dr. Alexis Collins, RU to GC (1.4 Acres), 1774 Dutch Fork Road, TMS # R02505-02-05 [THIRD READING]

Ms. Newton moved, seconded by Mr. J. Walker, to approve the Consent Items.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved, seconded by Mr. J. Walker, to reconsider Items # 12(a) and (b).

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

Not Present: McBride

The motion for reconsideration failed.

13. SECOND READING ITEMS

a. An Ordinance Amending the Richland County Code of Ordinances: Chapter 12, Garbage, Trash and Refuse; to rename the chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County – Mr. J. Walker moved, seconded by Ms. Mackey, to approve this item.

Mr. O. Walker noted, at the last meeting, Attachment A: re-written ordinance and Attachment B: summary of changes were not included in the agenda packet. Mr. Malinowski requested to be provided the missing documentation prior to this meeting.

Mr. Malinowski stated he has not been provided the requested information. The only thing provided in the agenda packet is the proposed ordinance.

Mr. Brown assured Mr. Malinowski the information will be provided at the next meeting.

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

Opposed: Malinowski

Not Present: McBride

The vote was in favor.

14 REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

a. NOTIFICATION OF VACANCIES

**Special Called
February 15, 2022**

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1. Accommodations Tax – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in hospitality industry, ONE applicant must have a cultural background and ONE applicant will fill an At-Large seat)
2. Airport Commission – Two (2) Vacancies (ONE applicant must reside within one mile of the airport: Rosewood, Shandon or Hollywood-Rose Wales Garden neighborhoods)
3. Board of Assessment Appeals – One (1) Vacancy
4. Board of Zoning Appeals – One (1) Vacancy
5. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry and TWO from the Fire Industry as alternates)
6. Business Service Center – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
7. Central Midlands Council of Governments – One (1) Vacancy
8. Community Relations Council – One (1) Vacancy
9. Employee Grievance Committee – Two (2) Vacancies (MUST be a Richland County employee; 1 seat is an alternate)
10. Hospitality Tax – Three (3) Vacancies (ONE applicant must be from the Restaurant Industry)
11. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
12. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – Two (2) Vacancies
13. Music Festival – One (1) Vacancy
14. Planning Commission – Three (3) Vacancies
15. Richland Memorial Hospital Board of Trustees – Four (4) Vacancies
16. Township Auditorium – Two (2) Vacancies
17. Transportation Penny Advisory Committee (TPAC) – Five (5) Vacancies

Ms. Barron stated the committee recommended Council approve advertising/re-advertising the vacancies for the above-mentioned boards, commissions and committees.

Ms. Newton inquired when the advertisement for the vacancies would be posted, and how long the application period will be open.

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Ms. Kirylo responded the advertisement will be posted on, or before, February 20th. The application period will be open until March 18th.

Ms. Terracio inquired if the advertisement will be posted anywhere else besides the newspaper.

Ms. Kirylo responded the Public Information Office will post the advertisement on the County's website and on social media.

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

Not Present: McBride

The vote in favor was unanimous.

15 **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. **Atlas Rd. CE&I and Materials Testing** – Mr. O. Walker stated the committee recommended Council approve the award of the Construction, Engineering and Inspection and Materials Testing Work Authorization to F&ME in the amount of \$1,179,994, with a 15% contingency in the amount of \$176,999.19 for a total of \$1,356,993.10.

Mr. Malinowski inquired if we ever put these contracts out for bid.

Mr. Maloney, Public Works & Transportation Director responded these items are the On-Call services we have. The work goes to multiple engineers. The fees are negotiated before it comes to Council.

Mr. Malinowski stated, for clarification, it was not just this On-Call. All of the On-Calls were involved.

Mr. Maloney responded they look at the various On-Calls' availability and schedule, then negotiate with them for the project.

Mr. Malinowski stated the briefing document indicates Richland County is providing the Project Manager. He inquired why the County has to provide the Project Manager.

Mr. Maloney responded this is for three years of testing, observation at the construction site, and there are various documents that have to be facilitated throughout the process.

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

Not Present: McBride

The vote in favor of the committee's recommendation was unanimous.

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

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

**Special Called
February 15, 2022**

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Not Present: McBride

The motion for reconsideration failed.

16. **OTHER ITEMS**

a. **FY22 – District 7 Hospitality Tax Allocations:**

1. Annual Black History Parade and Festival 2022 - \$5,000
2. An Evening of Philanthropy (March 11-13, 2022) - \$5,000

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

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

Opposed: J. Walker

The motion for reconsideration failed.

b. **Veteran’s Treatment Court Match** – Ms. Mackey moved, seconded by Ms. J. Walker, to approve this item.

Mr. Malinowski inquired if the documentation provided by the Solicitor’s Office prior to the meeting is different than the information in the agenda packet. He noted he did not see the grant listed in the budget information provided.

Ms. Newton inquired if we have identified the source of funds for this match.

Mr. Brown responded you would be looking at the General Fund, if you approve the request.

Ms. Newton stated, during the budget process, we were careful with the grants we awarded, in terms of making commitments to have additional staff in perpetuity. She inquired how this request relates to that.

Mr. Brown responded this would not require us to maintain a staffing presence after funds are exhausted.

Ms. Barron inquired if this is the first time this funding has been requested.

Mr. Brown responded in the affirmative.

Ms. Barron inquired if we would need to make sure this amount is budget in the next fiscal year.

Mr. Brown responded, if the same grant is sought, we would need to budget for it in the next fiscal year.

Ms. Barron stated, for clarification, the existing grant is a one-year grant, contingent upon renewal or re-applying, or, is it a multi-year grant.

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Mr. Brown responded, it is his understanding, this is a multi-year grant. When it was initially brought before the County, it was presented as a one-year grant, but it is actually a multi-year grant. The request is for match funding for the additional years associated with the grant.

Mr. Byron Gipson, 5th Circuit Solicitor, stated the match they are requesting, at this juncture, is \$20,263, which will allow them to receive the grant.

Ms. Barron stated, for clarification, the request is for the remainder of this grant cycle.

Mr. Gipson responded in the affirmative.

Mr. O. Walker stated, in essence, the Bureau of Justice approved more than what the Solicitor's Office anticipated.

Mr. Gipson responded in the affirmative. He stated the Bureau of Justice had additional funding, and entrusted the funding to the Solicitor's Office because they have been good stewards of the funding.

Mr. O. Walker stated, since the Solicitor's Office submitted the application, the Federal government approved them for more funding than anticipated; therefore, they are requesting additional match funding in order to receive the grant.

Mr. Malinowski stated, for clarification, when Council initially approved submission of the application in December 2020, it was for \$64,000. He inquired if the grant submission in March 2021 was also for \$64,000.

Mr. Gipson responded they did an estimate before the application process opened to ensure they were going to be able to apply for the grant. As they learned there was more monies available, we applied for the \$125,000.

Mr. Malinowski inquired if it would have been incumbent for the Solicitor's Office to come back to Council prior to submitting an application for additional funding.

Mr. Hans Pauling, Director of Affiliate Services, indicated the Bureau of Justice, on December 17, 2021, awarded the Solicitor's Office the \$125,000, plus an additional \$31,000. They only required a match for the \$125,000.

Mr. Malinowski stated, his point is, Council approved the Solicitor's Office to request a certain amount. He noted, if everyone that received grants requested additional funding, the County could begin to suffer financially.

Mr. Pauling stated the Solicitor's Office was not aware before December 17, 2021 the additional funding was going to be available.

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

Opposed: Malinowski

Not Present: McBride

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The vote was in favor of approving the Solicitor's Office request for additional match funds.

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

In Favor: Malinowski

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

Not Present: McBride

The motion for reconsideration failed.

17. **EXECUTIVE SESSION**

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

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

Opposed: Malinowski

Not Present: McBride

The vote was in favor of going into Executive Session.

***Council went into Executive Session at approximately 6:58 PM
and came out at approximately 7:45 PM***

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

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

Not Present: McBride

The vote to come out of Executive Session was unanimous.

- a. **Regional Gateway Project - Intergovernmental Agreement (IGA)** – No action was taken.
- b. **City of Columbia v. Richland County (2018-CP-40-5991) [Pursuant to SC Code of Laws § 30-4-70(a)(2)]**
- c. **Richland County v. City of Columbia (2019-CP-40-0627) [Pursuant to SC Code of Laws § 30-4-70(a)(2)]** – Mr. J. Walker moved, seconded by Ms. Terracio, to proceed as discussed in Executive Session for Items 17(b) and (c).

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

Opposed: Malinowski

**Special Called
February 15, 2022
-10-**

Not Present: McBride

The vote was in favor.

d. **Alvin S. Glenn Detention Center** – No action was taken.

18. **MOTION PERIOD** – There were no motions.

19. **ADJOURNMENT** – Ms. Newton moved, seconded by Ms. Barron, to adjourn.

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:49 PM



Report of the County Administrator
Regular Session Meeting – March 1, 2022

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

Incidence Rate for current reporting period is at 201.8 per 100,000 keeping Richland County's Level of Incidence in the High Tier (>100), for confirmed cases

Percent Positive is 16.6% for current reporting period of 2-15-2022 to 02-21-22

57.2% of Richland County residents eligible to be vaccinated have completed their vaccination
224,191/391,862

54.0% of South Carolina residents eligible to be vaccinated have completed their vaccination
2,623,149/4,856,250

2. COVID-19 Updates from DHEC

COLUMBIA, S.C. (WCSC) - The South Carolina Department of Health and Environmental Control's public health director said it is time to shift our mentality for a "new normal" with COVID-19.

Dr. Brannon Traxler said during a weekly COVID briefing Wednesday that COVID is, unfortunately, "here to stay."

"Like the flu or many other viruses or germs, there will likely never be zero cases of COVID-19 in the world," she said. "As a public health agency, our goal is figuring out how to bring cases and hospitalizations and deaths down to a level that allows us to live our normal lives with very little interruption."

She said all South Carolinians should "act responsibly" and accept their role in making the adjustment to an "endemic" from a "pandemic."

"That means do get tested when it's recommended," she said. "Take advantage of the resources that are available."

She said free rapid antigen test kits are available at most DHEC health departments across the state. The agency's online test locator provides a real-time snapshot of which of those health departments have them in stock.

In addition, COVID tests.gov is still offering those free tests by mail for each household, she said.

"When we remove all of our differences and politics and every other factor and focus on just what's in front of us, I think we can all agree on two things: None of us asked for this pandemic, and we would all love to see it go away," she said. "We have a roadmap to achieve that goal. It is up to every individual to accept the reality and do their part with cases and hospitalizations on the decline in testing and vaccines readily available. Now is the opportune time to come together and finish this job."

DHEC Announces Planned Reductions in COVID-19 Testing Operations

COLUMBIA, S.C.—With the accuracy, convenience, and widespread availability of rapid at-home tests, and a significant decrease in demand for drive-through PCR testing, the South Carolina Department of Health and Environmental Control (DHEC) is today announcing a shift in its COVID-19 testing strategy toward at-home rapid antigen tests across South Carolina beginning March 1.

A prime driver of these changes is that with increased availability of rapid antigen testing, it is now the most effective testing tool to reduce the spread of COVID-19 and help people make informed decisions about whether to [isolate](#).

This is due to the speed and accuracy of rapid antigen tests, which allow individuals to test anytime, without waiting for a testing center to be open, and immediately isolate if sick and prevent the potential spread that was possible during the PCR waiting process. They also make testing more convenient, since people will no longer have to travel to a testing site. With the increased availability of rapid tests, DHEC is pleased to be able to make this change.

DHEC's primary role with COVID-19, as with all other disease outbreaks, is to protect public health by providing accurate information and ensuring access to resources including testing and treatment which reduce the impact of disease on all South Carolinians.

Who should be tested

South Carolina is now seeing a decrease in COVID-19 cases and hospitalizations from the peak of the Omicron surge. As the virus continues to trend toward an endemic, screening testing is no longer necessary or recommended in most instances.

That is why DHEC's testing efforts going forward will focus on those who need to be tested either because a) they are currently symptomatic or b) have been exposed as a close contact to someone with the disease.

Data reporting

In addition, because at-home testing is not reportable, DHEC will no longer report daily case counts as of March 15. However, DHEC will continue to report hospitalizations and deaths due to COVID-19, which are the most accurate indicators of disease severity and the impact of COVID-19 on our state. In

addition, since trends over time are the most effective way to identify changes in the impact of COVID-19, this data will be reported on a weekly basis.

DHEC is confident that these changes will ensure South Carolinians continue to have the resources and information they need to make informed decisions and protect themselves and their families from COVID-19. In addition, vaccination continues to be the most effective way to prevent COVID-19, and DHEC will continue to ensure vaccination is readily available across the state.

The following changes in DHEC's COVID-19 testing strategy will occur in stages, beginning March 1:

- **March 1-14:** Gradual closure of DHEC-managed vendor testing sites in all counties with five or more non-DHEC PCR test providers such as primary care providers, pharmacies, federally qualified health centers, hospitals, mobile providers, etc.
- **March 15:** Change the frequency and type of data reporting to once per week rather than every weekday to best track where the virus' impact is most severe
- **March 14-April 1:** Gradual closure of DHEC-managed vendor testing sites in all counties with 2-4 non-DHEC PCR test providers.
- **April 1:** Begin closure of DHEC-operated PCR sites except in counties where DHEC is the only PCR-test provider or only other such provider. In those areas, DHEC also will provide mobile rapid antigen testing services.

DHEC will continue to follow the science and update our guidelines and response to COVID-19 as conditions change.

3. Richland County Mask Ordinance's Effect on County Government Operations

With the [Occupational Safety and Health Act of 1970](#), Congress created the [Occupational Safety and Health Administration \(OSHA\)](#) to ensure safe and healthful working conditions for workers by setting and enforcing standards and by providing training, outreach, education and assistance. Richland County government falls under the jurisdiction of OSHA.

OSHA, the CDC, and SCDHEC all recommend wearing a mask in public indoor settings in areas of [substantial or high transmission](#) as guidance for employers to mitigate the spread of COVID-19 in the workplace. Richland County is still considered an area of high transmission.

I do not anticipate an expiration of the mask ordinance having a significant impact on county government operations as entrants into county facilities will still be required to follow CDC guidelines for masking indoors in areas of substantial or high transmission. I will continue to monitor the guidance for any new modifications and notify County Council of any changes that affect the requirement to wear a mask indoors.

PROJECT UPDATES:

1. Redistricting Process

In my most recent email communication with Voter Registration and Elections Director Stephens, she shared the following information: “We have began the process of having the decode list updated; however, we are currently waiting to receive updated shape files for the House Districts which we anticipate receiving by the end of the week. Once we receive all files, we will be able to proceed with the updates on our end and send them the State Election Commission. Our goal is to have everything updated by March 7th or by the middle of that week.”

2. Lobbyist Solicitation(s)

Richland County has awarded the State Lobbyist solicitation to Burr & Forman, LLP. The award is currently valid through the end of this fiscal year, under the authority of the County Administrator. This item will need approval by County Council to be extended beyond June 30, 2022.

OTHER UPDATES:

1. Pawmetto Lifeline Letter

This item will be routed through the Committee/Council process.

2. Department of Public Works – FY-21 Annual Roads Report

The Department of Public Works has prepared its report of ongoing maintenance activities and projects completed during the FY2021 year. This item will be presented to the Development & Services Committee at its March meeting.

3. Department of Public Works – FY-22 Comprehensive Transportation Improvement Plan (CTIP)

The Department of Public Works has prepared its Fiscal Year 2022 Comprehensive Transportation Improvement Plan for consideration. This item will be presented to the Development & Services Committee at its March meeting.

ATTACHMENTS:

1. COVID-19 Statistical Data
2. Pawmetto Lifeline Letter

This map considers 2 indicators to calculate the level of transmission that may currently exist in your county as outlined by the Centers for Disease Control and Prevention [Level Of Community Transmission](#) recommendations. It considers the number of new cases (confirmed and probable) per 100,000 people in the past 7 days (2/15/2022 - 2/21/2022) and the percentage of positive tests during the past 7 days. Increased exposure to COVID-19 may be more likely in areas with reported increased transmission levels.

If the two indicators suggest different transmission levels, the higher level is selected.

[Click here to navigate to the CDC data tracker](#)



Attachment 1

***Note this is not meant to describe an individual's risk of infection. It is meant to show an estimate of the level of community transmission within your county using these 2 data points. Additional factors that may contribute to an individual's risk of infection include: vaccination status, overall health status, physical distancing/mask use.*

Indicator : *If the two indicators suggest different transmission levels, the higher level is selected*

	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100k in past 7 days	<10	10-49	50-99	≥100
Percentage of NAATs that were positive in past 7 days	<4.99%	5-7.99%	8-9.99%	≥10%

Board of Trustees

Date: February 11, 2022

Executive Committee

Deloris Mungo
Chair Emeritus
Dr. Merri Gandhi
Chair
Cindee Bailey
Tai MacIlwain
Co-Vice Chairs
Eddie Bignon
Finance Chair
Dr. Davinder Guram
Nominations Chair
Vera Summers
Secretary
Stewart Mungo
Executive Member
Denise Wilkinson
CEO & Executive
Member
The

To: Overture Walker, Richland County Council Chair
Leonardo Brown, Richland County Administrator

Re: COUNTY REQUEST

Who are we?

Pawmetto Lifeline is a not-for-profit animal welfare organization that was founded in 1999. Its co-founders are Deloris and Stewart Mungo.

The organization started out partnering in an unofficial capacity and later entered an official partnership with both Lexington and Richland Counties in 2008. Pawmetto Lifeline originally asked for a “grant for construction.” Richland County Council was agreeable at the time to grant the funding. Lexington County was pressed by another Lexington County based not for profit to split the funding. This caused Council to change the agreement to be as it is today. The agreement requires the following services annually:

- o **1200 annual adoptions**
- o **500 free spay/neuter surgeries annually to residents of Richland County**
- o **Humane Educational Programs for Children and high-risk communities**

Part of the final agreement was Pawmetto Lifeline and both counties would be equal investors putting up \$1,000,000 to construct the new Adoption Medical and Education Center on Bower Parkway. Pawmetto Lifeline also invested an additional \$500,000 to upfit the facility for operations.

Pawmetto Lifeline has provided 1,000 free surgeries annually to residents of Richland County and Lexington County since opening the building on March 7, 2012 for a **total of 25,961 free surgeries**. The value of those services are **\$1.9 million**.

Since the opening of the facility, the organization has pulled **23,483 dogs and cats** from the two shelters and provided all medical services to those animals at no charge to the counties. **The value of these services is \$8,219,000.**

Annually the organization vaccinates over **35,000 dogs and cats**.

The Spay/Neuter Clinic is providing **OVER 12,000 surgeries a year to** dogs and cats.

The annual operational budget is \$6,000,000. (The county does not provide any ongoing operational funds for the Pawmetto Lifeline budget.)

GENEROSITY
*of people like you
is essential for us to
successfully increase
the degree of assistance
we can give to homeless
pets,
as well as pet guardians.*

Trustees

Joseph Berry
Vicki Bignon
Carlynn Cary
Cara Crotty
Janice Dinkel
Natasha Drozdak
Patricia Fortson
Dr. Davinder Guram
Janet Hopkins
Lou Kennedy
Alicia McAngus
Mark Moore
Eric Wells

Honorary Trustees

Charlotte Berry
Fowler Cary
posthumously
Chris Goodall
Peggy McMaster Austin
Meyer
Lane Myer
Cindy Nord, PhD
Bernice Scott



Problem:

The Meyer Finlay Pet Adoption Center is now ten years old. With housing over 150 animals daily in the facility and performing over 12,000 surgeries a year, the building is in need of upgrades/renovations.

While our community has greatly changed over the last ten years, so have the needs of companion pets and families. When we were founded, the Lexington and Richland Shelters were taking in over 20,000 homeless pets and euthanizing over 90% of those pets. (18,000 pets annually were being euthanized in the Richland/Lexington Shelters.). Now the two shelters are taking in less than 7500 pets and euthanizing 15% (1125) of the homeless pets.

THIS PARTERSHIP HAS BEEN A HUGE SUCCESS! WE HAVE ACHIEVED THE GOALS IN THE CONTRACT FAR QUICKER THAN EXPECTED AS IS EVIDENT WITH YOUR SHELTER INTAKE NUMBERS AND EUTHANASIA DATA.

Request:

As the organization continues to evolve to meet the needs of the community, we are asking Richland County to donate its portion of the building and property to Pawmetto Lifeline.

The community and its companion pets' needs are far different in 2022 than in 2008. We need to update the facility to reflect the changes in our mission based on the success of the past 10 years. Supporting families and pets with food, medical services and pet retention is now a huge priority. The goal is pets never enter your shelter.

By funding this request the County will allow the organization to upgrade and renovate the building to better serve the community. A major project with the renovations includes solar panels which will impact energy usage. Your support of this request will prevent the organization from seeking funding from the county in the future for upgrades/renovations of the property which is currently owned by the two counties. While Pawmetto Lifeline was an equal investor in the construction of the building, we own no part of the building.

Thank you for your consideration.

Denise D. Wilkinson, CEO
Pawmetto Lifeline

Richland County Council Request for Action

Subject:

County Attorney's Office - Easement And Access Agreements between the East Richland County Public Service District and Richland County affecting the Cooper Branch location of the Richland County Public Library

Notes:

February 22, 2022 – The D&S Committee recommended Council approve the enactment of an ordinance granting the easement.



Agenda Briefing

Prepared by:	Christopher Ziegler	Title:	Assistant County Attorney
Department:	Legal	Division:	Click or tap here to enter text.
Date Prepared:	February 4, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Easement And Access Agreements between the East Richland County Public Service District and Richland County affecting the Cooper Branch location of the Richland County Public Library.		

RECOMMENDED/REQUESTED ACTION:

Staff recommends enacting an ordinance granting the easement.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

1. Granting the easement has no fiscal impact on the county or library.
2. Authorizing a license agreement granting access rights to the East Richland County Public Service District has no fiscal impact on the county or library.

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

The matter originated in the County Attorney’s office.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to pass an ordinance approving the grant of an easement agreement between the County and the East Richland County Public Service District to facilitate the maintenance of a thirty inch sewer line located at 5317 Trenholm Road. The easement would apply to a fifteen foot area comprising of seven and one half feet on either side of the sewer line. The sewer line was installed across the property some years ago but the easement documents were inadvertently not prepared. This grant would correct the error and ensure that the East Richland County Public Service District and its potential assignees will have the easement to the property and shall inspect, repair, operate, replace, and maintain the sewer line.

In addition to the easement, the Library also requested that County Council approve an access license agreement to authorize access to the sewer line. The Library prefers an unrecorded document to provide both parties flexibility for the parties in regards to individual access requirements. This benefits both parties and ensures that any access granted to the East Richland County Public Service District will not impose a burden on the Library. There are no adverse legal consequences to the granting of the license.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Ordinance
2. Easement
3. License and Access Agreement

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

AN ORDINANCE AUTHORIZING AN EASEMENT TO EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT FOR SEWER UTILITY FACILITIES; SPECIFICALLY LOCATED AT THE COOPER LIBRARY BRANCH OF THE RICHLAND LIBRARY, BEING AT 5317 TRENHOLM ROAD AND DESCRIBED AS TMS# 14014-06-25.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT a permanent easement over a portion of county owned land, specifically 5317 Trenholm Road (also described as TMS# 14014-06-25), for sewer utility facilities to serve the Cooper Branch of the Richland Library; all as specifically described in the GRANT OF EASEMENT AND RIGHT OF WAY FOR SEWER UTILITY FACILITIES, which is attached hereto and incorporated herein; its employees and agents are additionally authorized to execute any reasonable Licenses pertaining to ingress and egress to the Easement granted herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2022.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

GRANT OF EASEMENT AND RIGHT OF
 WAY FOR SEWER UTILITY FACILITIES

WHEREAS, the East Richland County Public Service District constructed a thirty-inch sewer collector line across the property of the Richland County Public Library/Richland County a number of years in the past, generally located at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25 (the “Library Property”) ; and,

WHEREAS, an easement for the thirty-inch sewer collector line was not recorded in the Register of Deeds for Richland County; and,

WHEREAS, the parties hereto wish to enter into an easement as set out to be recorded in the Register of Deeds for Richland County.

WHEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, the **Richland County Public Library**, a component unit of Richland County, South Carolina (the “Library”) and **Richland County, South Carolina**, a political subdivision of the State of South Carolina, on behalf of the Library (together, hereinafter the “Grantor”), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, to it in hand paid at and before the signing of these presents by **East Richland County Public Service District**, hereinafter “Grantee”, the receipt and sufficiency of which is hereby acknowledged, has, subject to the terms and provisions set forth below, granted, bargained, sold, assigned and released, and by these Presents does grant, bargain, sell, assign and release unto the Grantee, its successors and assigns, the following described easement and right-of-way:

A perpetual easement and right-of-way, being located as shown as a 15 foot area located on seven and one half feet on either side of the existing sewer line identified by the -----ss-----ss-----ss line located and shown in the survey prepared for East Richland County Public Service District by W.R. Williams, Jr., Engr./Surveyor, Inc., dated July 6, 2021, attached hereto and incorporated herein as Exhibit A (the “Easement Area”), and further described as set forth herein, at all times for the purpose of inspecting, repairing, operating, replacing and maintaining, the thirty-inch sewer collector line, existing manholes other sewer facilities heretofore constructed by Grantee and owned by the Grantee (along with all future replacement or substituted pipes and/or sewer lines) on/at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25, with the right to excavate within and remove shrubbery, trees and other growth from such Easement Area and right-of-way as may be necessary from time to time, provided that the property in the Easement Area promptly be restored as nearly as practicable to its original condition, with damaged shrubbery to be replaced with the same variety of equivalent size nursery stock. In the event of a discrepancy between the actual location of the thirty-inch sewer collector line and that set out on the survey, the easement will be deemed to be located on seven and one half feet on either side of the actual location of the sewer line but the Grantor shall not be responsible for any loss or damage to the sewer line pipes or other equipment as a result

of an error in the physical location of the pipes as shown in Exhibit A and Grantors' reliance on the attached Exhibit A unless Grantee provides Grantors an updated Exhibit A and both parties amend this Grant of Easement and record said amendment in the Richland County ROD Office. Nothing herein shall prevent Grantee from replacing sections of the thirty-inch sewer collector line with piping of like size and kind within the Easement Area. Grantors and Grantee hereby agree that no maintenance or construction of any sort related to the sewer line will be permitted on other parts of the Library Property and no access easements across the Library Property to the Easement Area are being granted herein and the within grant for the Easement Area shall not be construed to dedicate the easement areas conveyed hereby to the use of the general public. No rights for construction staging or activity outside the Easement Area are granted by this easement, such access to the Easement Area and any other staging or construction rights must be negotiated on an as-needed basis between the Grantee and the Library and may be granted in the form of a license agreement acceptable to both Grantee and Library. Grantor hereby agrees that it will not authorize or permit construction of any sort in the Easement Area. Grantor hereby agrees that it will not authorize or permit other easements in the Easement Area which would materially interfere with the intended use of the easement granted herein. Access rights to the Easement Area will be provided by a separate license agreement between Grantor, Grantee, and Library.

TMS REF: R14014-06-25

GRANTEE'S ADDRESS: 704 Ross Road,
Columbia, South Carolina 29223

TO HAVE AND TO HOLD all and singular the aforesaid easement and right-of-way rights to Grantee, its successors and assigns.

And the said Grantors do hereby bind the Grantors and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns.

IN WITNESS WHEREOF, Grantors have caused this grant of easement and right-of-way and deed of sewer utility facilities to be executed this ____ day of _____, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY:

RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, on behalf of **RICHLAND COUNTY PUBLIC LIBRARY**, a component unit of Richland County, South Carolina

First Witness

By: _____ (SEAL)
Print Name: _____
Its: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, 2022, before me personally appeared the within-named **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina, on behalf of **RICHLAND COUNTY PUBLIC LIBRARY**, a component unit of Richland County, South Carolina, by _____, its _____, who acknowledged to me that he or she executed the foregoing Agreement on behalf of the County; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

)

(SEAL)

(Signature of Notary Public)
Name: _____
Notary Public for the State of South Carolina
My Commission expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

First Witness

Second Witness

LIBRARY:

RICHLAND COUNTY PUBLIC LIBRARY, a component
unit of Richland County, South Carolina

By: _____ (SEAL)
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, **2022**, before me personally appeared the within-named **RICHLAND COUNTY PUBLIC LIBRARY**, a component unit of Richland County, South Carolina, by _____, its _____, who acknowledged to me that he or she executed the foregoing Agreement on behalf of the County; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

)

_____ (SEAL)

(Signature of Notary Public)
Name: _____
Notary Public for the State of South Carolina
My Commission expires: _____

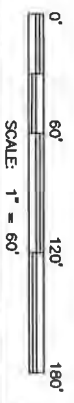
[AFFIX NOTARY SEAL OR STAMP BELOW]

EXHIBIT A



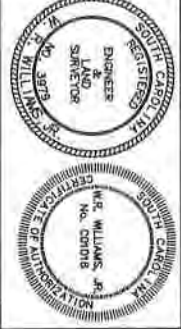
NORTH REF: SC GRID
 ELEVATIONS BASE ON NATIONAL GEODETIC
 SURVEY MONUMENT PERCUAL BRIDGE
 UTILIZING TOPCON HYPER II GPS SYSTEM.

LINE	LENGTH	BEARING
L1	19.39'	S 79°49'42" E



LEGEND:

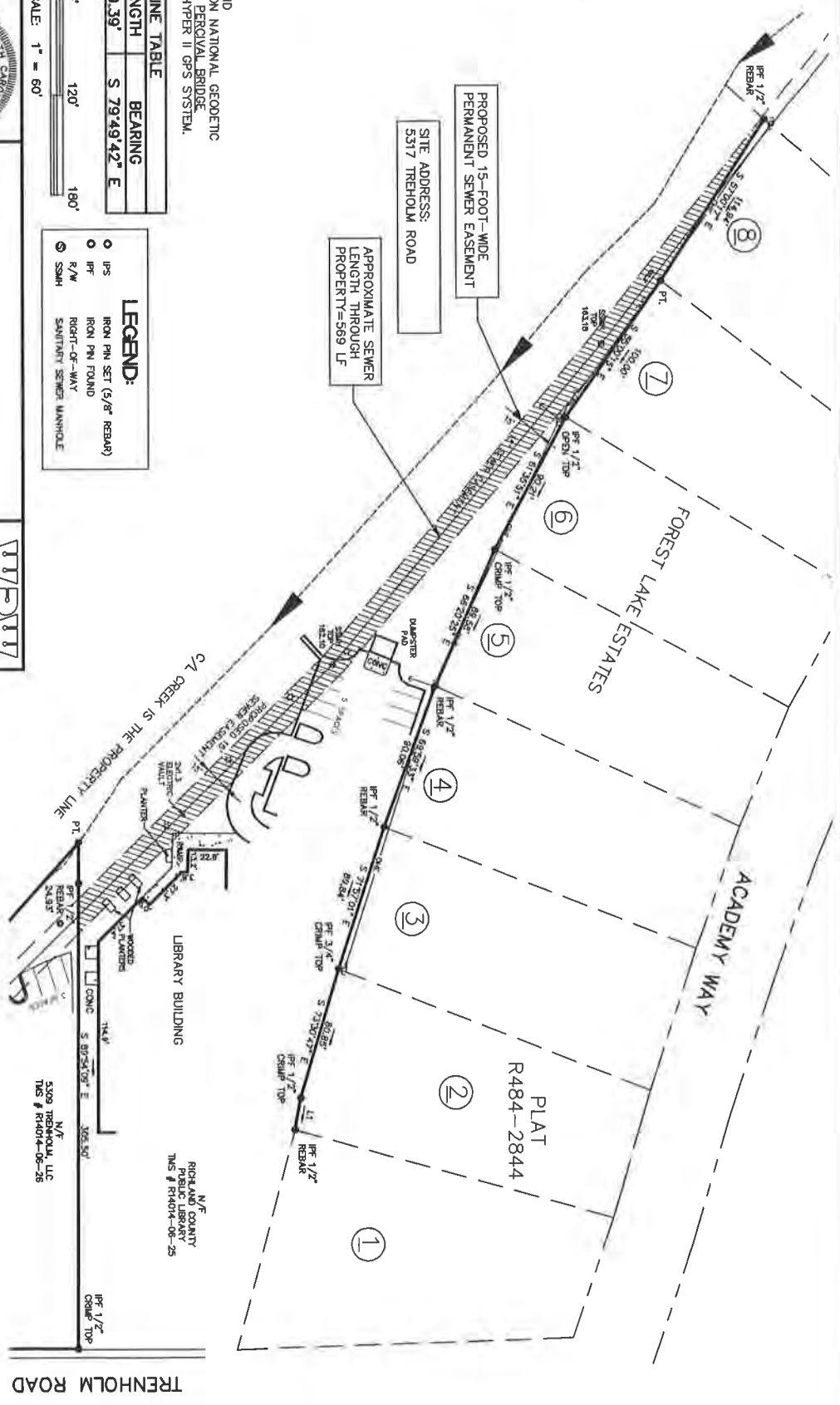
○	IPS	IRON PIN SET (5/8" REBAR)
○	IPF	IRON PIN FOUND
○	R/W	RIGHT-OF-WAY
⊙	SMH	SMALL SIGN



W.R. WILLIAMS, JR. L.S. & P.E. #3979

PERMANENT SEWER EASEMENT
 SURVEY FOR
ERCPSD
 FOREST ACRES RICHLAND COUNTY
 SOUTH CAROLINA
 JULY 6, 2021

WRI
 W.R. WILLIAMS, JR.
 ENGR./SURVEYOR, INC.
 15 S. MAIN STREET
 TRAVELERS REST, S.C.
 29680
 (864) 834-7955
 DWG.NC: 210032-A



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”) is made effective as of _____, 2022 (the “**Effective Date**”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina, for the Richland County Public Library, a component unit of Richland County (the “**County**”), **RICHLAND COUNTY PUBLIC LIBRARY**, a component unit of Richland County, South Carolina (the “**Library**”) and **EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT**, a Special Purpose District (the “**Licensee**”).

WITNESSETH:

WHEREAS, the County (by statute) and the Library (by deed) (the County and the Library are together referred to as the “**Licensors**”) are the owners of that certain tract or parcel of land generally located at 5317 Trenholm Road, bearing Tax Map Reference Number R14014-06-25 and Tax Map Reference Number R14014-06-17(together, the “**Library Tract**”); and

WHEREAS, Licensee is the owner of an existing thirty-inch sewer collector line and related equipment (the “**Sewer Line**”) that runs across the Library Tract, as shown on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the parties have agreed to enter into a license and access agreement in order to provide Licensee access over the Library Tract for the purposes of installing, inspecting, repairing, operating, replacing and maintaining the Sewer Line for the benefit of both Licensors and Licensee and the sewer system in general; and

WHEREAS, Licensors have agreed to grant Licensee a license for access over the Library Tract to the Sewer Line in accordance with the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are contractual and binding in nature, are accurate, true and complete, and are hereby incorporated into and made a part of this Agreement.

2. Access License. Licensors hereby grant to Licensee, and Licensee’s designated employees, agents, assignees and contractors (the “**Operator**”), subject to the terms and conditions set forth herein below, a non-exclusive right and license to enter onto and cross the Library Tract for the purpose of installing, inspecting, repairing, operating, replacing and

maintaining, the Sewer Line and related sewer facilities, including temporary above-ground/buried piping, temporary above-ground pumps and temporary above-ground equipment, constructed or to be constructed at the Library Tract, with the right to excavate within and remove shrubbery, trees, undergrowth and other obstructions as may be necessary, provided that the property promptly be restored as nearly as practicable to its original condition, with damaged shrubbery to be replaced with the same variety of equivalent size nursery stock.

3. Terms and Conditions.

(a) The Licensee shall comply with all federal, state, and local requirements regarding relating to all work conducted on the Library Tract and shall be solely responsible for all required permitting.

(b) Licensee shall be responsible for complying with all safety regulations and fencing, pylons, or other temporary barricades needed to surround its work area.

(c) The Exhibit A attached to this Agreement shows the general location of the Access Path from the rear of the parking lot on the Library Tract to the Sewer Line (the "Access Path") to be generally utilized by Licensee. Licensors and Licensee agree that Library and Licensee may modify this Agreement from time to time only to amend the exact location of the Access Path or add other areas of the Library Tract as may be required for any specific work or area as reasonably requested by Licensee.

(d) Licensee shall be allowed reasonable access to the Library Tract over the Access Path without advance notice to the Library for routine inspections and other activities not requiring more than one vehicle, without any trailered equipment and which does not require dedicated use of more than one parking space in the Library Tract parking lot. Licensee shall also be allowed access to the Library Tract over the Access Path without advance notice to the Library in the event of an emergency reasonably requiring access to the Sewer Line to mitigate any condition that is causing a spill or threatening an imminent spill on the Library Tract or elsewhere on the sewer facility, provided that the Library is notified by email within twenty-four (24) hours of said access and provided any further access for construction, or repairs are established pursuant to (e) below.

(e) For any access that does not fall under subsection (d) above, Licensee shall contact Library prior to entry on the Library Tract (except in the event of an emergency access, in which case Licensee shall contact Library within twenty-four (24) hours after emergency access and promptly thereafter before commencing further related repairs) to negotiate the most reasonably convenient times and any restrictions regarding Licensee's access the Library Tract over the Access Path or such other areas as may be specifically requested by Licensee, which Licensee and Library will negotiate in good faith. Such individual terms and conditions may be orally or in writing, at the request of either party, depending on the duration and extent of such project, but all such access rights shall continue to be subject to the terms and conditions of this

Agreement.

4. **License Duration.** This Agreement shall terminate and become null and void upon Licensee's removal and disassembly of the Sewer Line or upon the transfer of fee ownership of the Library Tract to a third party. The terminating party shall notify the other parties hereto in writing at such time as the Agreement becomes terminated.

5. **Indemnity.** Licensee, and its successors and assigns, employees, contractors, agents, customers and invitees (the "Licensee Parties"), shall protect, and hold the Licensors harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments (including, but not limited to, reasonable costs and reasonable attorneys' fees) arising from activities of any Licensee Parties during the term of this Agreement, except for any such claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments caused by the gross negligence or intentional misconduct of the Licensor or their respective successors, assigns, employees, tenants, invitees, or agents.

6. **Insurance.** The Licensee, and its successors and assigns, and the Library shall each carry and maintain their own liability insurance policies covering their respective properties. Upon the request of the County or Library, the Licensee, shall provide written evidence of such Licensee's, and its general contractor's general liability insurance coverage in an amount of not less than \$1,000,000.00 written by a company licensed to do business in the State of South Carolina, naming Licensors as additional insureds, and providing liability insurance coverage from matters arising out of, or connected with, Licensee's, general contractor's, and their respective employees, contractors, agents, customers, and invitees activities arising in connection with the activities on the Library Tract.

7. **Attorney's Fees and Costs.** In the event legal action is instituted by either party to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and costs to be determined by the court in which the action is brought.

8. **Default.** If either party defaults under this Agreement for any reason other than the other party's default or the termination of this Agreement as expressly provided for herein, the non-defaulting party shall have the option of suing for actual damages, or specific performance, or rescinding this Agreement. If the non-defaulting party rescinds this Agreement, it shall be reimbursed by the defaulting party for actual out-of-pocket expenses which were incurred in connection with this Agreement, and the payment of said amount shall operate to terminate this Agreement and release the defaulting party for any and all liability hereunder, except for those items set forth herein which expressly survive termination of this Agreement.

9. **Severability.** In the event any portion of the terms and conditions of this Agreement is deemed illegal or becomes null and void, the remaining portions will remain in full force and effect.

10. **Authority.** Licensors and Licensee represent and warrant that the person or persons executing this Agreement are duly authorized and have authority to do so.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any other party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument.

12. **Governing Law and Jurisdiction.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Richland County, South Carolina.

13. **Notices.** Whenever notices need to be given to either the County, the Library, or Licensee, such notice shall be in writing and be either hand-delivered with an acknowledgement of receipt or sent by overnight courier delivery, at the address set forth in the tax records of the Richland County Assessor. Any such notice shall be deemed to have been given at the time of hand delivery or delivery by Federal Express, UPS or other national delivery service for overnight delivery. As long as the Licensor operates a public library on the Library Tract, such notices shall be sent or delivered to both the Licensor and the Executive Director of the Library at the main branch of the Library located on Assembly Street..

14. **Access Approval Contact.** Contact for access approval should be delivered to the Library by email during normal business hours to the Library, to Mike McHenry, Operations Manager, at mmchenry@richlandlibrary.com. In the event of a time sensitive matter, the Licensee should alert the Library by telephone to McHenry at 803-673-5406.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Licensor has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY:

RICHLAND COUNTY, SOUTH CAROLINA,
a political subdivision of the State of South
Carolina, for the Richland County Public Library, a
component unit of Richland County

First Witness

Second Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

IN WITNESS WHEREOF, Licensee has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LICENSEE:

**EAST RICHLAND PUBLIC SERVICE
DISTRICT a Special Purpose District**

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Acknowledged and agreed to this _____ day of _____, 2022.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LIBRARY:

RICHLAND COUNTY PUBLIC LIBRARY, a
component unit of Richland County, South
Carolina, a political subdivision of the State of
South Carolina

First Witness

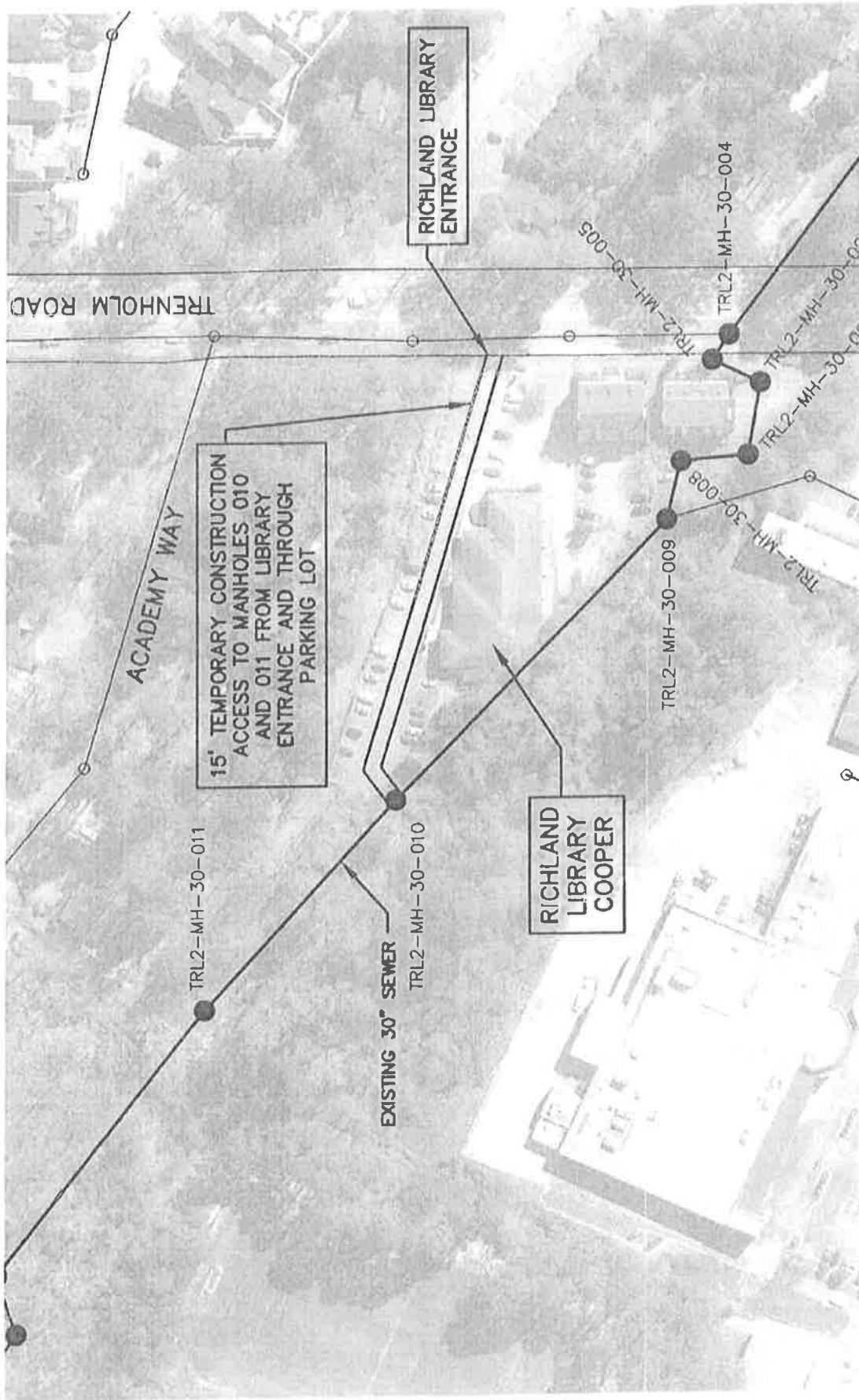
By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Exhibit A



 <p>Frazier Engineering, P.A. 6652 Bico White Trail Stemmy, NC 28164 Office 704.872.9444 Fax 704.822.8565</p>	<p>EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COLUMBIA, SC</p>
	<p>30" EAST RICHLAND SEWER UPGRADE</p> <p>TEMPORARY CONSTRUCTION EASEMENT RICHLAND LIBRARY COOPER 5317 TRENHOLM ROAD</p>
<p>LEGEND</p> <ul style="list-style-type: none"> FENCE RETAINING WALL REMOVE TREES/BRUSH SLOPE CONSTRUCTION MATS 	

Richland County Council Request for Action

Subject:

County Attorney's Office - Purchase of the Edgewood Library Branch property (2101-13 Oak Street)

Notes:

February 22, 2022 – The D&S Committee recommended Council approve the purchase of property (2101-13 Oak Street).



Agenda Briefing

Prepared by:	Elizabeth McLean	Title:	Deputy County Attorney
Department:	Legal	Division:	Click or tap here to enter text.
Date Prepared:	February 4, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Purchase of the Edgewood Library Branch property (2101-13 Oak Street)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approving the purchase.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Library has the required funding in its budget and will not be requesting further funds.

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

This matter originated in the County Attorney’s office.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

In 2016, the County, on behalf of the Library, entered into a lease / purchase option agreement for property located at 2101 Oak Street, at the intersection of Elmwood Avenue and Oak Street with the Housing Authority for the City of Columbia. The lease contained a purchase option, and it was hoped at that time that the County would eventually purchase the property. The County and Library attempted to exercise its purchase option in 2019, but there was a title issue requiring a release from a HUD trust which caused a material delay. In the meantime, the parties executed an amendment to the lease, which was approved by County Council at its meeting in July of 2019. The library Board of Trustees has previously approved the lease, amendment and acquisition, pending approval by the County.

The Library now requests the Council to officially approve the purchase of the property. The Library already has funding in its budget and will not be requesting additional funds. This approval will only require one vote and will not require an ordinance.

This approval will be contingent upon the HUD release and approval by the City of Columbia. The release from HUD, which was initially requested by Columbia Housing through Washington without much success, is now is being executed locally and should be available promptly. The library would like to move forward with the closing on this acquisition.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Deed
2. Lease with Purchase Option
3. Lease Renewal

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

THIS GENERAL WARRANTY DEED is executed the ____ day of _____, 2022, by **The Housing Authority of the City of Columbia, South Carolina** (the "Grantor") to Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of the County ("Grantee"), whose mailing address is 1431 Assembly Street, Columbia, South Carolina 29201.

WITNESSETH:

IN CONSIDERATION of the sum of Five and 00/100 (\$5.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, *SUBJECT TO* the matters set forth below, Grantor has granted, bargained, sold and released, and by this General Warranty Deed grants, bargains, sells and releases to Grantee, all of its right, title and interest in the following real property (the "Property"):

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

The Property is sold *SUBJECT TO* any accruing real property taxes and is made subject to any conditions, restrictions or easements of record affecting the Property, including any which may be shown on a recorded plat or which may be revealed by an inspection of the Property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging or in any wise incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular the Property unto Grantee and Grantee's successors and assigns, forever.

SUBJECT TO THE MATTERS SET FORTH ABOVE, GRANTOR does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular said Property unto Grantee and Grantee's successors and assigns from and against any claims by, under or through Grantor and Grantor's successors and assigns and every other person whomsoever lawfully claiming, or to claim, the same of any part thereof.

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, SOUTH CAROLINA

Witness #1 signs here
Print Name _____

By: _____ (SEAL)
Name: Ivory N. Matthews
Its: Chief Executive Officer

Witness #2 signs here
Print Name _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that The Housing Authority of the City of Columbia, South Carolina, by Ivory N. Matthews, its Chief Executive Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the ___ day of _____, 2022.

(NOTARY SEAL)

Notary Signature
Notary Public for the State of South Carolina
Print Notary name: _____

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

All of that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being at the northwestern corner of the intersection of Elmwood Avenue and Oak Street in the City of Columbia, County of Richland, State of South Carolina, being known as 2101-13 Oak Street, said lot being irregular in shape and measuring and being bounded as follows: On the north by property of the Housing Authority measuring thereon one hundred four feet (104') more or less; on the east by Oak Street fronting two hundred eighteen feet (218') more or less; on the south by Elmwood Avenue measuring ninety feet (90') more or less and on the west by property of the Housing Authority measuring thereon one hundred ninety feet (190') more or less; and being the remaining portion of the property heretofore conveyed to Sam Berry and Barney Morris by Alan J. Reyner by deed dated May 14, 1948, and recorded in Deed Book 18 at page 415. This is the same property shown on plat of survey prepared by Belter & Associates, Inc., for The Housing Authority of the City of Columbia, South Carolina dated October 16, 1995, recorded in the Office of the RMC for Richland County in Plat Book 56 at page 2175.

Derivation: Being the same property conveyed to Grantor by deed from Wachovia Bank of South Carolina, N.A. as Personal Representative of the Estate of Irma K. Morris, Julius Morris, Samuel T. Morris, Marcia Helene Berry, and Sheryl Ann Berry Horton (f/k/a Sheryl Ann Berry), dated March 5, 1996 and recorded in the Richland County RMC Office in Book D-1308 at Page 182.

Tax Map No. R-11505-01-19

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property located at 2101 Oak Street, City of Columbia, Richland County, South Carolina, having Richland County Tax Map Number R11505-01-19 was transferred by Deed of The Housing Authority of Columbia, South Carolina to Richland County on _____, 2022.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because it is a transfer realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district – Exemption #2
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check: Yes No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$_____.
 - (b) Place the amount listed in item 5 above here: \$-0-_____ (If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$_____.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$_____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ of Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

The Housing Authority of the City of Columbia, South Carolina Limited liability company

SWORN to before me this _____
day of _____, 2022.

By: _____
NAME: _____
Its: _____

Notary Public for South Carolina
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provision of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space as a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty is a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

LEASE

THIS LEASE, entered into this 1st day of July, 2016, between the Housing Authority of the City of Columbia, South Carolina, A South Carolina Public Housing Authority (hereinafter "the Lessor"), whose address is 1917 Harden Street, Columbia, South Carolina 29204 and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of Richland County, whose address is 1431 Assembly Street, Columbia, South Carolina 29201 (hereinafter referred to as "Lessee").

WITNESSETH

1. PREMISES. Lessor represents and warrants that it owns good title to the real property and improvements thereon, including the building, located on all of that certain piece, parcel or lot of land with the improvements thereon, situated, lying and being at the northwestern corner of the intersection of Elmwood Avenue and Oak Street in the City of Columbia, County of Richland, State of South Carolina, being known as 2101-13 Oak Street, said lot being irregular in shape and measuring and being bounded as follows: on the north by property of the Housing Authority measuring thereon one hundred four feet (104') more or less; on the east by Oak Street fronting two hundred eighteen feet (218') more or less; on the south by Elmwood Avenue measuring ninety feet (90') more or less; on the west by property of the Housing Authority measuring thereon one hundred ninety feet (190') more or less; and being the same property having Richland County Tax Map Number R11505-01-19 and being the same property conveyed to the Lessor by deed recorded in the Richland County Office of the Register of Deeds in Book D1308 at Page 182, said parcel is most recently shown and delineated on a plat prepared for the said Housing Authority by Melvin J. Belter, P.L.S. #3777, dated October 16, 1995. Lessor hereby leases the premises to Lessee on the following terms and conditions.

2. TERM. TO HAVE AND TO HOLD said leased premises unto Lessee for the initial term of this Lease, which shall be begin on the date which is thirty (30) days after the date of execution of this Lease or the day Lessee opens for business at the premises, whichever is earlier (the Commencement Date") through the date which is ten (10) years after the Commencement Date, unless sooner terminated as provided or permitted herein. Provided it shall not be in default hereunder, Lessee may, at its sole option, extend the lease term for up to one (1) additional term of ten (10) years, by providing Lessor with a written notice of Lessee's intent to exercise its extension option, at least six (6) months prior to the end of the initial term. In the event Lessee fails to exercise its option to extend the term of this lease for the ten (10) year renewal term, this Lease shall terminate at the end of the initial lease term. Lessee may use the demised premises for a Richland County Public Library Branch as a library and for other related uses reasonably established by the Lessee. Notwithstanding the aforesaid, Lessee shall have the right to terminate this Lease at any time during the initial term or the renewal term, upon six (6) months written notice to Lessee if Lessee determines, in its reasonable discretion, that the

premises is not suitable for its intended purpose. All references to the lease term herein shall be references to the initial term and the renewal term.

3. **OPTION TO PURCHASE.** In consideration of the sum of Ten and no/100 (\$10.00) Dollars and Lessee's entering into and performing under this Lease, and as a partial inducement to Lessee to do so, Lessor hereby bargains, grants, sells, and conveys to Lessee, and Lessee hereby accepts and purchases from Landlord, an option (the "Option") to purchase the premises, subject to the terms and conditions contained herein.

(a) **Term of Option.** The Option granted here may be exercised by Lessee at any time, and from time to time, during the first three (3) years of the initial term of the Lease, beginning on the Commencement Date of this Lease. The Option will expire on the third (3d) anniversary of the Commencement Date (the "Option Expiration Date"). The parties hereby may mutually agree to extend this Option period by written agreement.

(b) **Exercise of Option.** Lessee may exercise this Option by giving written notice to Lessor of Lessee's intent to exercise its Option to purchase the premises, which notice shall be delivered to Lessor any time during the option term but not less than 60 days prior to the Option Expiration Date. Lessee may send notice of its intent to exercise its Option subject to the Lessee's good faith efforts to thereafter obtain all necessary governmental approvals and authorizations to consummate the purchase of the premises. The failure of the Lessee to obtain said approvals and authorizations and subsequently be unable to complete the purchase of the premises solely due to failure to obtain authorization shall not be a default hereunder.

(c) **Closing.** Closing for the purchase of the premises (the "Closing") shall be held on the date mutually agreed by Lessee and Lessor (but not later than the Option Expiration Date unless mutually agreed to by both parties in writing), and at such place as mutually agreed between the parties. Upon Closing of the purchase contemplated hereunder, title to the premises conveyed to Lessee shall merge into the leasehold estate held by Lessee.

(d) **Purchase Price.** The purchase price for the premises shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00), payable by Lessee to Lessor at the Closing.

(e) **Costs.** Lessor shall pay for any recordation tax to be affixed to the deed of conveyance and any realty transfer taxes imposed upon or in connection with the conveyance. Lessee shall pay any recording fees for the Closing. The rent due hereunder shall terminate as of the Closing and shall be prorated from the last payment through the Closing. Lessee shall bear the cost of any title work, title insurance premiums, surveys, or appraisals. Each of the parties hereto shall pay

their own legal fees related to a Closing under the Option. Ad Valorem taxes and any property association assessments shall be prorated as of the date of closing.

(f) Deliveries by Lessor at Closing. At Closing, Lessor shall deliver to Lessee the following:

(i) Good and marketable fee simple title to the Premises by Lessor's general warranty deed, free and clear of all liens, encumbrances, easements, restrictions, and other title matters to which Lessee has reasonably objected, excluding from Lessee's right to object, any matters consented to by Lessee after the date hereof or any exception matters created by Lessee. Lessee's title shall be insurable as aforesaid at ordinary rates by any reputable title company of Lessee's choice.

(ii) An owner's affidavit or lien waiver satisfactory for the purpose of removing mechanic's lien exceptions from any title insurance policy to be issued in connection with the purchase;

(iii) Resolution and corporate authority documents to evidence the authority of Lessor to enter into and consummate the proposed transaction; and

(iv) Any other documentation reasonably requested by the Lessee or its title insurance company to enable it to insure fee simple title in Lessee or any other document customarily required for a real estate closing in South Carolina.

(g) Condition of the Premises. The Lessee acknowledges that upon exercise of the Option, the premises are being sold in an "As Is" condition. The Lessor makes no warranty whatsoever as to the condition of the property, expressed or implied, or the fitness of the premises for any particular use.

(h) Default. If Closing does not occur due to Lessor's default, Lessee shall have all rights and remedies at law or in equity, including without limitation, specific performance.

4. RENT. The rental for the initial three years of the lease shall be one (\$1.00) Dollar per month payable in advance on or before the first day of each month, beginning on the Commencement Date and continuing through the Option Expiration Date. Beginning on the month following the Option Expiration Date, if the Lessee has not exercised the Option and closed on the purchase of the premises, the rent will be two thousand five hundred and no/100 Dollars (\$2,500.00) per month, for the balance the initial term of the Lease and for the renewal term.

5. MAINTENANCE. Lessor represents and warrants: (i) the demised premises are well built, properly constructed, structurally safe and sound; (ii) during the term of this Lease and any renewals hereof, Lessor will, at its sole cost and expense, so maintain them; and (iii) the demised premises conforms to all applicable requirements of the

Americans with Disabilities act of 1990, as amended, Pub.L 101-336, 42 U.S.C. 12101 et seq. Except for damage caused by Lessee, its agents, employees, contractors, or invitees, Lessor shall maintain the demised premises at its cost and expense and in good condition and shall perform all necessary maintenance, repairs and replacement to the exterior of the premises including, but not limited to, the roof, all paved areas, foundation, floors, walls, all interior and exterior utility pipes, and all other structural portions of the building during the term of this Lease and any renewal periods. Lessee assumes liability for damage to plate glass windows and doors except when caused by latent defects, or the negligence of Lessor, its agents, employees, or contractor. Lessee shall maintain the interior of the premises during the term of this Lease and any renewal periods and shall return the building to Lessor thereafter in its same condition or better, taking into account Lessee constructed improvements, with ordinary wear and tear expected. Lessee further agrees to remove trash from the exterior of the demised premises but the Lessor shall generally be responsible for the upkeep and landscaping of the exterior areas of the demised premises. Lessor has the right and responsibility to enter the demised premises periodically, at any reasonable time, upon three (3) days advance notice, to inspect the condition of the premises or to make repairs, which inspection and repairs shall be scheduled with the consent of Lessee at a time to be the least disruptive to Lessee's operations, except in the case of an emergency. All repairs, restorations, or payments which are obligation of Lessor, shall be completed or made within a reasonable time after notice or request from Lessee so as to not disrupt Lessee's operations at the demised premises. Should Lessor neglect or refuse to make or commence with such repairs, restorations, or payments within seven (7) days after written notice has been given by Lessee, or in the event said repairs or restorations are of an emergency nature, in which case Lessee's notice obligations are waived, then, Lessee, without liability or forfeiture of its term or terms herein, may make or perform such construction, repairs, restorations, maintenance, or payments, and may either deduct the cost thereof and the cost of damage to Lessee's property from the rent or other monies thereafter payable or make demand on Lessor for reimbursement to Lessee for the cost of such repairs or maintenance and the cost of damage to Lessee's property due to the failure of Lessor to repair. All repairs or other work done by Lessor shall be performed so as to cause the least interference possible with Lessee's operation.

6. FIXTURES AND EQUIPMENT. Lessor shall furnish the initial heating, lighting, plumbing, and air conditioning equipment in the premises. During the term of this Lease, Lessee agrees to be responsible for maintenance of such equipment, and any replacement of heating and air conditioning equipment, except repairs, maintenance, and replacement warranties held by Lessor. In the event Lessee replaces heating and/or air conditioning equipment or units, then in the event that the Lease is terminated for any reason, Lessor agrees to pay Lessee upon the Lease termination an amount equal to the unamortized portion of the cost of such replacement. Lessor and Lessee agree to amortize any heating and/or air conditioning units over a ten (10) year period commencing with the month following installation. At all times during the term hereof and any renewal periods, so long as Lessor has not declared Lessee to be in default under the terms of this Lease, Lessee shall have the right to remove any trade fixtures, personal property, and item of equipment installed by it or located in the demised

premises. Lessor warrants to Lessee that upon acceptance of the demised premises, the condition of the premises will be in good order, and that all plumbing and sewage facilities, all mechanical equipment, including but not limited to air conditioning, heating, and sprinkler system, shall be in good working order, operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliance, or material and will cause work to be done in and about the demised premises which may be required or ordered by any lawful authority (unless the Lessee shall be responsible for such work under the terms of this Lease). Lessee shall repair any damage caused to the demised premises by the installation and removal of Lessee's, trade fixtures, equipment, and personal property, and shall return the building to the Lessor at the end of the Lessee's tenancy in its same condition, or better, taking into account Lessee constructed improvements, with ordinary wear and tear excepted.

7. LESSEE IMPROVEMENTS. Lessee may, without prior consent of Lessor, make non-structural improvements to the premises as it deems necessary or appropriate; including renovations, subdividing and adding interior walls or dividers in the premises, adding entrances, restrooms, increasing and upgrading electrical capacity and distribution, adding data lines, public access controls, zoned HVAC and other improvements consistent with its intended use and operations. Lessee will provide Lessor a copy of its initial renovation plans and Lessee will engage in best efforts to minimize to the greatest extent possible any disturbance of or interference with operations of Lessor in adjacent property. Lessee shall obtain the written consent of Lessor prior to commencing any significant structural modifications to the premises, which consent shall not be unreasonably withheld. Lessee shall within thirty (30) days either remove or bond off any mechanic's or materialmen's lien, charge or encumbrance of any kind filed against the leased premises, or any portion thereof resulting, from actions of the Lessee.

8. ENTRANCES. Lessee shall have reasonable use of and access to all entrances, passways, and delivery lanes to the demised premises and easements adjacent thereto, including an easement over all adjacent property of the Lessor for ingress, egress, and parking of its agents, invitees, and customers.

9. UTILITIES. Lessee shall pay for all utilities furnished to the premises during the term of this Lease and any renewal periods thereof.

10. TAXES AND ASSESSMENTS. Lessee shall pay at its cost and expense all personal property taxes and assessments which may be levied by any government entity with respect to Lessee's merchandise inventory, trade fixtures, or business operation. Lessor shall be responsible for payment of all real property taxes that may be assessed against the demised premises during the term of the Lease and any renewals thereof.

11. ASSIGNMENT AND SUBLETTING. Lessee shall not assign or sublet the whole or any part of the demised premises without the prior written consent of the Lessor, which shall not be unreasonably withheld. After such subletting or assignment, the word Lessee as used herein shall also mean any such subtenant or assignee. Lessee shall, however, have the right, without Lessor's consent, to enter into an assignment or a

sublease of all or a part of the demised premises to a governmental entity, educational entity, or other non-profit entity for purposes consistent with the mission of the Lessee which benefits the local community. Following any subletting or assignment, the Lessee shall not be relieved from any of the terms and conditions of this Lease.

12. LESSEE'S INSURANCE. Lessee shall at all times during the term hereof keep in effect liability insurance or a self-funded liability program meeting the requirements of the South Carolina Tort Claims Act.

13. LESSOR'S INSURANCE. During the initial term hereof and any renewal period, Lessor shall, at its sole cost and expense, carry and maintain (on a replacement cost basis) fire, extended coverage, and comprehensive, and general liability insurance, insuring Lessor against claims for injury, death or property damage occurring in, on or about the demised premises with minimum policy limits of \$1,000,000.00 per occurrence. Lessee shall be named as an additional insured on Lessor's insurance policy subject to the terms and conditions of this Lease. Each policy required by this Lease shall provide for not less than thirty days' notice of cancellation, termination, or reduction in coverage except for ten days' notice for nonpayment of premium and shall be issued by an insurer with a rating in the A categories of Best Insurance Reports. Each party shall timely provide annual insurance certification of compliance with this Lease's provisions.

14. DAMAGE TO BUILDING. If any or all of the demised premises shall be condemned by lawful authority as unsafe or unfit for use, or if they become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall at the option of either party, terminate unless the demised premises can be restored or repaired within sixty (60) days. During any such reconstruction period, the Lease shall be continued but the rent shall be abated during the period of time while the premises cannot be occupied. Should the demised premises be damaged by fire or other casualty but remain tenable, Lessor shall immediately repair the said damage, and there shall be equitable abatement of rent during the period of repair and restoration.

15. CONDEMNATION. In the event the demised premises or any portion thereof is taken in condemnation proceedings, Lessee may cancel the Lease without further liability on the part of Lessee. In the event Lessee retains the premises, Lessor will restore the remaining premises to proper tenable condition forthwith. Until the premises are restored to proper tenable condition, rental shall abate. Thereafter, rental shall be reduced in proportion to the reduction in the area of the premises so taken. Nothing herein shall be deemed a waiver of the sole right of Lessee to any award of damages to it or to its leasehold interest caused by such taking whether made separately or as part of a general award. For purposes of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation of or in lieu of condemnation proceedings.

16. **LESSEE'S DEFAULT.** The occurrence of any of the following events shall constitute a default under this Lease:

(a) Lessee fails to pay any installment of rent within ten (10) business days after such installment is due, and fails to cure such delinquency within ten (10) business days after written notice thereof to Lessee from Lessor;

(b) Lessee fails to perform or commence in good faith and proceed with reasonable diligence to perform any of its covenants under the Lease within thirty (30) days after actual receipt of written notice thereof by Lessee from Lessor.

In the event Lessee is in default pursuant to the conditions set forth above, Lessor, during the continuation of such default, shall have the option of pursuing the following remedies:

(i) Lessor may terminate this Lease, in which event Lessee immediately shall surrender possession of the demised premises. All obligations of the Lessee under the Lease, including Lessee's obligation to pay rent and other charges under the Lease, shall cease upon date of termination except for lessee's obligation to pay rent and other charges due and outstanding as of the date of termination.

(ii) Lessor, without terminating the Lease, may require Lessee to remove all property from the demised premises so that Lessor may re-enter and re-let the premises to minimize damages. Should Lessor elect not to terminate the Lease pursuant to this subparagraph, the Lease shall continue in effect so long as Lessor refrains from terminating Lessee's right to possession should Lessee pay all rents and other charges that may be then due; and Lessor may enforce all of its rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder, provided the Lessor shall have an affirmative obligation to use Lessor's best efforts to re-let the demised premises and to mitigate damages resulting from breach of the Lease.

17. **LESSOR'S DEFAULT.** Lessee agrees not to exercise any of its remedies at law or the equity against Lessor by reason of any default by Lessor unless and until Lessee shall have given Lessor written notice of the default, and unless Lessor shall have failed to cure such default or commenced a sustained course of action adequate to cure such default within a period of thirty (30) days from receipt of such notice.

18. **HOLDING OVER.** Any holding over by the Lessee beyond the original term of this Lease or any renewal period thereof shall give rise to a tenancy from month to month on the same terms and conditions contained herein.

19. **MUTUAL RELEASE.** Except as otherwise provided herein, Lessee hereby releases Lessor from all liability resulting from loss or damage caused by any risk covered by insurance required to be carried under this Lease. Lessor hereby releases the Lessee from any and all liability for any loss or damage caused by any risk covered by

insurance required to be carried under this Lease. Lessor and Lessee agree that all insurance policies shall include a clause waiving rights of subrogation against the other.

20. QUIET POSSESSION. Lessor covenants that it will put Lessee into complete and exclusive possession of the demised premises, free from all orders, restrictions and notices of any public or quasi-public authority, and that if Lessee shall pay the rental and perform all the covenants and provisions of this Lease to be performed by the Lessee, the Lessee shall, during the term demised and any renewal periods, freely, peaceably and quietly occupy and enjoy the full possession of the demised premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance. If at any time during the term demised the title of the Lessor shall fail or for any reason it shall appear that Lessor is unable to make this Lease for the term on the conditions set forth, the Lessee shall, in addition to all remedies available at law or in equity, have the right at Lessor's expense to correct any default or terminate this Lease.

21. RENT PAYMENT. Make rent checks payable to Housing Authority of the City of Columbia, South Carolina and mail to the following address: 1917 Harden Street, Columbia, South Carolina 29204-1015. EIN # 57-6000610.

22. LESSEE'S BUSINESS OPERATION. Lessor and Lessee agree that nothing in this Lease shall be construed to imply that Lessee is required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the number of hours per day or week that Lessee may operate in the demised premises, or as creating an implied or expressed obligation upon Lessee to continuously occupy or operate a business in the demised premises.

23. FORCE MAJEURE. Neither party in this lease shall be liable for any damages if its failure to perform its duties (other than Lessee's rent payment obligation) shall arise out of causes beyond its control and without fault or negligence. Such causes may include, but are not restricted to acts of God or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the party failing to perform.

24. NOTICES. All notices required under the Lease shall be deemed to have been properly served if delivered in writing, personally or by registered or certified mail to Lessor, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204-1015, Attn: _____, or such other place or places as it may designate in writing from time to time, or to Lessee at Richland County Public Library, 1431 Assembly Street, Columbia, South Carolina 29201, Attn: _____. Date of service of a notice served by such mail shall be two (2) days after the date on which such notice is deposited in a post office of the United States Post Office Department. Final execution and delivery of this Lease is in the State of South Carolina and shall be construed in accordance with the Laws of the State of South Carolina.

25. **SIGNS.** Lessor agrees that it will permit Lessee to place its standard signs on the exterior of demised premises. Lessee agrees that any exterior signs it installs pursuant to this provision shall be in compliance with applicable governmental regulations, if any. Lessee may remove the signs at the termination of the Lease.

26. **CAPTIONS.** All captions and headings are for the convenience of reference only and in no way should be used to construe or modify the provisions set forth in this Lease.

27. **NATURE OF RELATIONSHIP.** The relationship created in this Lease is a landlord-tenant relationship. Nothing herein shall create partnership, joint venture, trust or other fiduciary relationship between Lessor and Lessee.

28. **NON-DISCRIMINATION ACTION.** Lessee will take action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.

29. **ENVIRONMENTAL MATTERS.** All operations and activities of Lessee on the premises shall be conducted in substantially full compliance with all federal, state, or local laws, ordinances or regulations which may relate to or deal with human health or the environment (“Environmental Laws”). Lessor and Lessee shall promptly notify the other party of any notices or demands received in connection with any failure to comply with any Environmental Laws or otherwise relating to the premises or any operations or activities on the premises. Lessor agrees that it shall, to the extent allowed by law, hold harmless the Lessee, from and against any claims, fines, loss, suits, procedures, actions, damages or liabilities (together, a “Claim”) incurred or arising in connection with (i) any failure to comply with Environmental Laws on the premises prior to the Commencement Date of this Lease; or (ii) any failure of Lessor or any third party (excluding Lessee or its agents or invitees) to comply with Environmental Laws on or about the premises prior to or after the Commencement Date of this Lease, which result in a possible Claim against the Lessee through no fault of Lessee except due to its possible status as an operator on the premises.

30. **ENTIRE AGREEMENT.** This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, expressed or implied, except as contained herein. No statement, promise or inducement made by either party or agents of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

31. **BINDING EFFECT.** This Lease shall bind and inure to the benefit of the Parties hereto, their heirs, successors, executors, administrators, and assigns (but nothing herein shall be deemed to contradict the provisions of Paragraph 10 above).

32. LEGAL FEES. If either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, the non-prevailing party agrees to pay the prevailing party's costs of enforcement and collection, including reasonable attorneys' fees, whether suit is actually filed or not.

33. COUNTERPARTS. This Lease may be executed in multiple counterparts that, when taken together, shall constitute one and the same instrument.

34. RECORDING. Upon Lessee's request, Lessor shall promptly execute and deliver to Lessee a memorandum of this Lease in recordable form for recording at the RMC Office for Richland County, South Carolina. Such memorandum shall contain a description of the premises and set forth the term of this Lease and the Option and any other provisions hereof, as Lessee may desire. The cost of recording such memorandum, if any, (including transfer and recordation taxes) shall be paid by Lessee.

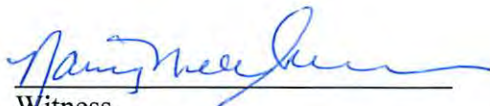
[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year first above written.

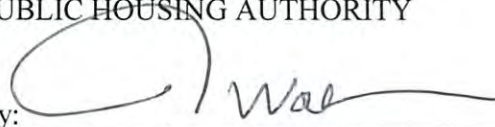
Witnesses for Lessor:

LESSOR

HOUSING AUTHORITY OF THE CITY
OF COLUMBIA, SOUTH CAROLINA
PUBLIC HOUSING AUTHORITY



Witness

By: 

Name: Gilbert Walker
Its: Executive Director


Witnesses for Lessee:

LESSEE

RICHLAND COUNTY, SOUTH
CAROLINA, a body politic and corporate,
and a political subdivision of the State of
South Carolina, on behalf of RICHLAND
COUNTY PUBLIC LIBRARY, a
component unit of the County



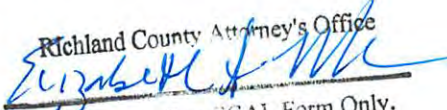
Witness

By: 

Name: Torrey Rush
Its: Chairman, County Council

Witness

By: _____
Name: _____
Its: _____

Richland County Attorney's Office


Approved AS TO LEGAL Form Only.
No Opinion rendered As To Content.

STATE OF SOUTH CAROLINA

AMENDMENT TO LEASE

COUNTY OF RICHLAND

THIS AMENDMENT TO LEASE (the "Amendment") is made this 21st day of October, 2019 (the "Execution Date"), to be effective as of July 1, 2019, by and between The Housing Authority of the City of Columbia, South Carolina, a South Carolina public housing authority (hereinafter the "Lessor") and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of Richland County (the "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease dated July 1, 2016, pursuant to which Lessor agreed to lease to Lessee certain real property and improvements located at 2101-13 Oak Street, City of Columbia, South Carolina (the "Property") pursuant to certain terms and conditions contained therein (the "Lease"); and

WHEREAS, Section 3 of the Lease includes an Option (as defined in the Agreement), pursuant to which the Lessor granted to the Lessee a right to purchase the Property under certain terms and conditions contained therein; and

WHEREAS, Lessor and Lessee now desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby agree to ratify and amend the Lease as follows:

1. Section 3 (a) of the Lease is hereby amended to provide that the Option Expiration Date shall be the date which is the later of (i) forty-five days after the Lessor has notified Lessee in writing that Lessor is in possession of an original Release, in a form suitable for recording in the Office of the Richland County Register of Deeds, signed by the appropriate governmental agency, releasing the Property from the Declaration of Trust (Modernization Project SC16P002703-94, dated January 16, 1997 and recorded in the Richland County Office of the Register of Deeds in Book D1366 at Page 272; or (ii) forty-five days after approval of the closing of the Option by the appropriate governmental and/or governing boards as required, to the extent said approvals have not been previously obtained.

2. Section 3(f)(i) of the Lease is hereby amended to add the following at the end of the section: "The Lessor shall retain an easement for ingress and egress from Oak Street for access to parking spaces on adjacent property under control of Lessor, in a form and content reasonably agreeable to both Lessor and Lessee.

3. All the terms, conditions and obligations contained in the Agreement, whether or not expressly modified hereby, shall be construed so as to give effect to the provisions contained in this Amendment, and such modifications shall supersede conflicting terms in the Agreement.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

5. Each party may rely upon facsimile signatures of the others upon this Amendment, which signatures shall have the same force and effect as original signatures.

Except as herein modified, the Lease shall remain unchanged and in full force and effect. Each and every term, covenant and condition of the Lease is hereby incorporated herein such that the Lease and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

Lessor:

The Housing Authority of the City of Columbia, South Carolina, a South Carolina public housing authority

By:  (Seal)
Name: Ivory N. Mathews
Its: Interim CEO

Lessee:

Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of Richland County

By: _____ (Seal)
Name:
Its:

provisions contained in this Amendment, and such modifications shall supersede conflicting terms in the Agreement.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

5. Each party may rely upon facsimile signatures of the others upon this Amendment, which signatures shall have the same force and effect as original signatures.

Except as herein modified, the Lease shall remain unchanged and in full force and effect. Each and every term, covenant and condition of the Lease is hereby incorporated herein such that the Lease and this Amendment shall be read and construed as one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

Lessor:

The Housing Authority of the City of Columbia,
South Carolina, a South Carolina public housing
authority

By: _____ (Seal)

Name:

Its:

Lessee:

Richland County, South Carolina, a body politic and
corporate, and a political subdivision of the State of
South Carolina, on behalf of the Richland County
Public Library, a component unit of Richland County

By: Paul King (Seal)

Name:

Its:

Richland County Council Request for Action

Subject:

Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance

Notes:

February 22, 2022 – The D&S Committee recommended Council approve the petitioner’s request to close the subject road and direct Legal to answer the lawsuit accordingly.



Agenda Briefing

Prepared by:	Lauren Hogan	Title:	Senior Assistant County Attorney
Department:	County Attorney's Office	Division:	Click or tap here to enter text.
Date Prepared:	February 10, 2022	Meeting Date:	February 22, 2022
Legal Review	n/a	Date:	Click or tap to enter a date.
Budget Review	Abhijit Deshpande via email	Date:	February 10, 2022
Finance Review	Stacey Hamm via email	Date:	February 10, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Development & Services		
Subject:	Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance.		

RECOMMENDED/REQUESTED ACTION:

Council discretion:

1. Approve petitioner's request to close the subject road and direct Legal to answer the lawsuit accordingly.
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the lawsuit accordingly.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Removing roads from Richland County books only decreases maintenance spending.

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

This matter originated in the County Attorney's office via Petition (lawsuit) filed with Richland County Clerk of Court.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to approve, deny or make a recommendation with respect to a Petition for a Road Closing regarding Research Court in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Summons and Petition for Abandonment and Closing Of Road filed as 2021-CP-40-6246 in Richland County.

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County’s Planning, Public Works and Emergency Services departments, and to then forward the request to abandon or close a public road or right-of-way to County Council for disposition. All afore-mentioned departments have been informed of the need for input and none have any comments, concerns, or objection to the closure.

Research Court (in District 7) is a short cul-de-sac with 2 other abutting property owners both of whom, according to the Plaintiff in the Petition, have consented to the closure, as well as SCDOT.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Summons and Petition for Abandonment and Closing of Road

NEXSEN | PRUET

RECEIVED
2022 JAN 11 PM 1:48
John W. Davidson
Member
Admitted in SC
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

January 11, 2022

BY HAND DELIVERY

Mr. Leonardo Brown
County Administrator
County of Richland
2020 Hampton Street, Suite 4069
Columbia, SC 29201

Re: *Pointe Grand Columbia, LLC v. South Carolina Department of Transportation, County of Richland and DPX Holdings, LLC*
C/A No. 2021-CP-40-06246

Dear Mr. Brown:

Enclosed please find a Summons and Petition for Abandonment and Closing of Road relating to the proposed closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. You may recall that we sent you a letter on July 29, 2021 notifying you of the proposed road closure.

I have enclosed for your review an Acceptance of Service and Consent to the Closure. We understand that given the fact that the road to be closed is merely a short cul-de-sac with only 2 abutting property owners, that the parties other parties are going to consent to the closure. Additionally, the SCDOT has already accepted service and has indicated that it has no objection to the closure. If you find it acceptable, please execute and return the Consent to me at your earliest convenience in the postage prepaid envelope for filing with the court. If you or anyone from the Legal Department would like to discuss this, please have them contact me.

- Austin
- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Bluffton / Hilton Head
- Myrtle Beach
- Raleigh

RECEIVED
2022 JAN 11 PM 2:44
RICHLAND COUNTY
ATTORNEY OFFICE

1230 Main Street
Suite 700 (29201)
PO BOX 2426
Columbia, SC 29202
www.nexsenpruet.com

T (803) 540-2023
F 803.727.1427
E JDavidson@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

Mr. Leonardo Brown
January 11, 2022
Page 2

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be "JWD", with a long horizontal flourish extending to the right.

John W. Davidson

JWD/smr
Enclosure

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Pointe Grande Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation;
County of Richland; and DPX Holdings, LLC

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-06246

**CONSENT OF RESPONDENT COUNTY OF
RICHLAND TO PETITION FOR ABANDONMENT
AND CLOSING OF ROAD AND ACCEPTANCE
OF SERVICE**

The undersigned hereby accepts service of the Petition for Abandonment and Closing of Road and further consents to the closure of the road as requested in the Petition for Abandonment and Closing of Road, and agrees to execute such further documents as may be required to complete the closure.

County of Richland

By: _____

Its: _____

_____, 2022

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pointe Grand Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation,
County of Richland, and DPX Holdings, LLC

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-

**SUMMONS
(Non-Jury)**

TO THE RESPONDENTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Petition in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your response to the Petition upon the undersigned at his office located at 1230 Main Street, Suite 700, Post Office Drawer 2426, Columbia, South Carolina 29202, within thirty (30) days after the date of such service, exclusive of the day of service; and if you fail to answer the said Petition within the time aforesaid, the Petitioner will apply to the Court for judgment by default for the relief demanded therein.

s/John W. Davidson

John W. Davidson
NEXSEN PRUET, LLC
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, South Carolina 29202
(803) 771-8900
JDavidson@nexsenpruet.com

Attorney for Petitioner

December 28, 2021

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pointe Grand Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation,
County of Richland, and DPX Holdings, LLC,

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-

**PETITION FOR ABANDONMENT AND
CLOSING OF ROAD
(Non-Jury)**

NOW COMES THE PETITIONER, Pointe Grand Columbia, LLC ("Pointe Grand"), and alleges the following:

1. This is an action brought pursuant to S.C. Code Ann. §§ 57-9-10 *et. seq.*, which seeks to close Research Court in Richland County.
2. Petitioner Pointe Grand Columbia, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and owns property which abuts and adjoins Research Court, which is sought to be closed.
3. Pointe Grand is a successor of Hillpointe, LLC, who initially noticed its intention to close this road and published the appropriate notices required to close a road.
4. Respondent South Carolina Department of Transportation ("SCDOT") is a governmental entity charged with the oversight of public roads within the State of South Carolina, including Research Court.

5. Respondent County of Richland ("Richland County") is a governmental entity and/or political subdivision of the State of South Carolina in which the road petitioned to be closed and abandoned lies and may own land and the rights of way that abut Research Court, which is herein petitioned to be closed.

6. The Respondent DPX Holdings, LLC is named by virtue of owning property that abuts Research Court that is being petitioned to be closed.

7. Pointe Grand seeks the closure of Research Court. This area is depicted on the concept plan attached as **Exhibit A** to this Petition.

8. Pointe Grand desires that, pursuant to this Petition, the State of South Carolina and Richland County discontinue maintenance of Research Court sought to be closed and abandoned, to the extent, and in the unlikely event, that such maintenance continues to occur to this date, and relinquish any and all claim they may have to the road and the land under said roadway. Petitioner is informed and believes that the title to the abandoned portion of this road should become vested in the owner or owners of the property abutting the abandoned portion of this road according to their respective interest.

9. Pursuant to SC Code Ann. §§ 57-9-10 *et. seq.*, Petitioner Pointe Grande as successor to Hillpointe has advertised its Notice of Intention to File Petition by publishing such notice once a week for three consecutive weeks in The Columbia Star, a newspaper generally circulated and published in Richland County. A copy of the Affidavit of Publication is attached and made a part of this Petition as **Exhibit B**. Petitioner has also delivered notice to the respective abutting property owner and as well as the South Carolina Department of Transportation and Richland County by mailing an individual letter to the last known addresses

of the known Respondent by certified mail, return receipt requested ("Notice"). Copies of the Notice letters are attached and made a part of this Petition as **Exhibit C**. Additionally, Petitioner provided notice in the form of posted signs along the intersection of Research Court and Technology Circle sought to be closed by this Petition in strict or substantial compliance with the regulations of the South Carolina Department of Transportation.

10. Petitioner is further informed and believes that the abandonment of this road is in the public interest and in the best interest of all concerned and is not unduly burdensome to the Respondent and the public at large.

11. Petitioner is further informed and believes that upon abandonment and closing the portion of the road closed will become or already has become the subject of *ad valorem* taxation and add additional property to the tax rolls and will, at the same time, avoid further expenditure of public funds for the maintenance of the abandoned portions of this road, thereby providing additional benefits to the State, its political subdivisions, and the public at large.

12. Petitioner is further informed and believes that the best interest of all concerned will be best served by this Court issuing its Order closing the certain portion of the road set forth in this Petition, releasing the State of South Carolina and Richland County from any and all obligations to maintain this roadway, forever barring its public use, and vesting title to the roadway as set forth above in the abutting property owners in accordance with their respective interest.

WHEREFORE, Petitioner prays that this Court inquire into these matters as set forth and alleged in this Petition and issue its ORDER closing the portion of the road at issue, releasing the

State of South Carolina and its political subdivisions from any and all obligations to maintain this roadway, forever barring its future public use, investing title to the abandoned roadway to Petitioner, and for such other and further legal and equitable relief as this Court may deem just and proper.

Respectfully submitted,

s/John W. Davidson

John W. Davidson
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, SC 29202
JDavidson@nexsenpruet.com
Telephone: 803.771.8900

Attorney for Petitioner

December 28, 2021

EXHIBIT A

(Plat and Property Description)

1 OF 1
 DATE: DECEMBER 10, 2021
 SURVEYOR: [Signature]
 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER 27754

LEGEND
 [Legend symbols and descriptions]

ABBREVIATIONS
 [Abbreviations list]

REFERENCES
 1. THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA.
 2. THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA.
 3. THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA.
 4. THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA.

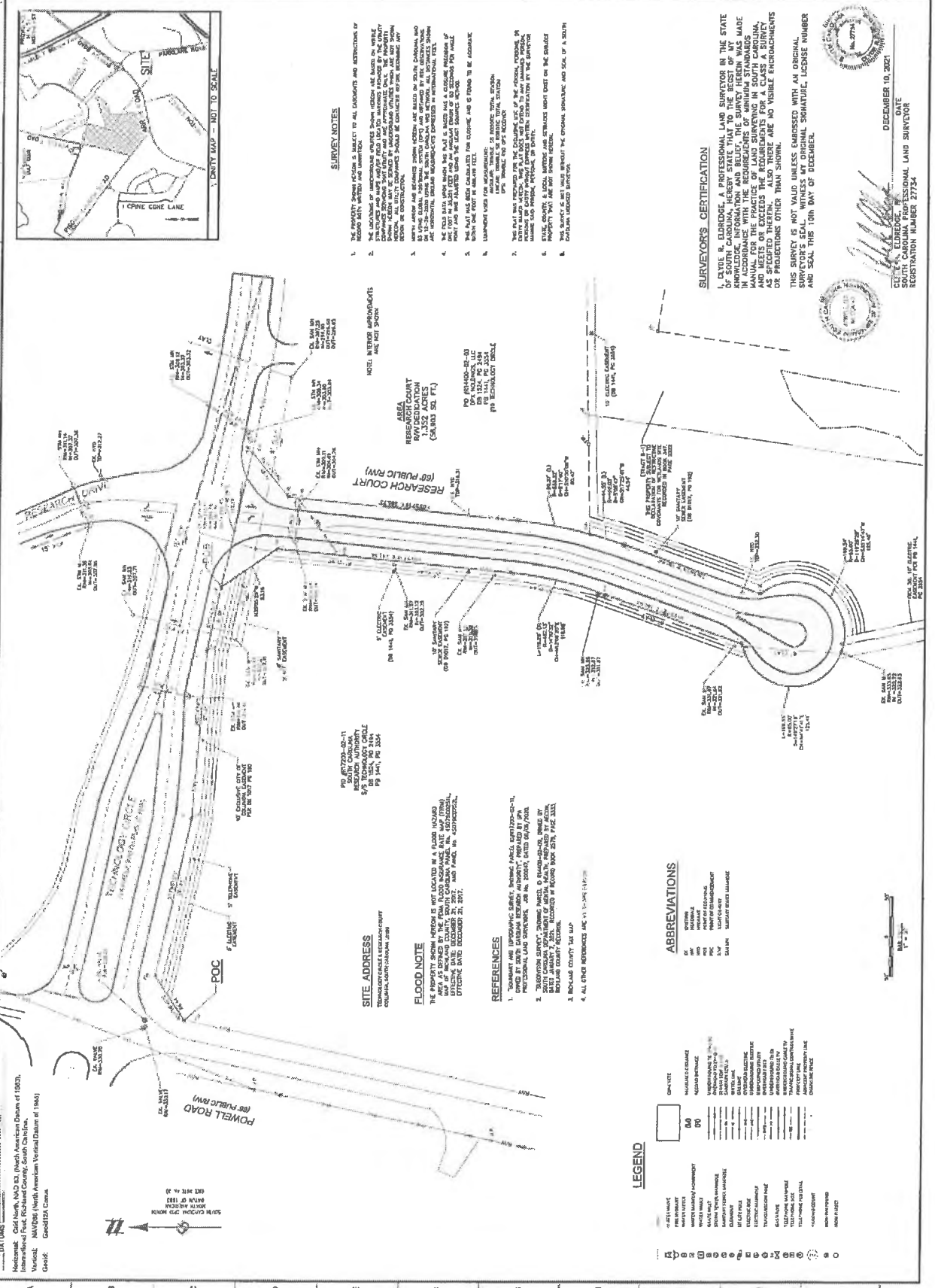
FLOOD NOTE
 THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA, SHOW A FLOOD ZONE WHICH OVERLIES THE PROPERTY DESCRIBED IN THIS SURVEY. THE FLOOD ZONE IS SHOWN ON THE FLOOD HAZARD MAP OF THE COUNTY OF RICHLAND, SOUTH CAROLINA, AS SHOWN IN THE ATTACHED FLOOD HAZARD MAP.

SURVEY NOTES
 1. THE PROPERTY MAPS AND RECORDS IN THE ARCHIVES OF THE SOUTH CAROLINA ARCHIVES, COLUMBIA, SOUTH CAROLINA, SHOW A FLOOD ZONE WHICH OVERLIES THE PROPERTY DESCRIBED IN THIS SURVEY. THE FLOOD ZONE IS SHOWN ON THE FLOOD HAZARD MAP OF THE COUNTY OF RICHLAND, SOUTH CAROLINA, AS SHOWN IN THE ATTACHED FLOOD HAZARD MAP.
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ATWELL
 1830 LAKES PARK BLVD SUITE 100
 COLUMBIA, SOUTH CAROLINA 29204
 PH: 803.733.0288
 WWW.ATWELL-SURVEYING.COM

RIGHT-OF-WAY DEDICATION PLAN
 HILFPOINTE, LLC
 COLUMBIA, SOUTH CAROLINA
 LOCATED IN THE CITY OF COLUMBIA
 SOUTH CAROLINA RESURVEY ALTERNATIVE
 SHOWING TAX PARCELS 417320-02-11, OWNED BY RICHLAND COUNTY, SOUTH CAROLINA

DATE
 DECEMBER 10, 2021



1830 LAKES PARK BLVD SUITE 100
COLUMBIA, SOUTH CAROLINA 29204
PH: 803.733.0288
WWW.ATWELL-SURVEYING.COM

RIGHT-OF-WAY DEDICATION PLAN
HILFPOINTE, LLC
COLUMBIA, SOUTH CAROLINA
LOCATED IN THE CITY OF COLUMBIA
SOUTH CAROLINA RESURVEY ALTERNATIVE
SHOWING TAX PARCELS 417320-02-11, OWNED BY RICHLAND COUNTY, SOUTH CAROLINA

DATE
DECEMBER 10, 2021



CONSULTING. ENGINEERING. CONSTRUCTION.

Legal Description
RESEARCH COURT
RIGHT-OF-WAY DEDICATION

All that certain piece, parcel or lot of land being known as Research Court, a public right-of-way with a width of 66 feet, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing one and three hundred and fifty two thousandths (1.352) acres, more or less on that certain Right of Way Dedication Plat dated December 12, 2021, prepared by Atwell, Clyde R. Eldredge, S.C.P.L.S. No. 27734, and bearing job number 20004751, and being more particularly described as follows:

Commencing at an iron pin found at the mitered intersection of the easterly right-of-way line of Powell Road, (66-foot public right-of-way) and the southerly right-of-way line of Technology Circle (variable width public right-of-way), said point being the POINT OF COMMENCEMENT;

THENCE along the said mitered intersection North 57°18'46" East, a distance of 66.44 feet to an iron pin found on the southerly right-of-way line of Technology Circle (variable width public right-of-way);

THENCE along the southerly right-of-way line of Technology Circle South 77°46'12" East, a distance of 201.95 feet to an iron pin found;

THENCE continuing along the said southerly right-of-way line South 85°24'59" East, a distance of 211.65 feet to an iron pin found;

THENCE continuing along the said southerly right-of-way line South 77°44'01" East, a distance of 81.06 feet to an iron pin found on the mitered westerly right-of-way line of Research Court (66-foot public right-of-way), and Technology Circle (variable width public right-of-way), said point being the POINT OF BEGINNING;

THENCE leaving the said mitered right-of-way proceed South 77°48'39" East, a distance of 172.19 feet to an iron pin found on the mitered right-of-way of the southerly right-of-way line of Technology Circle and the easterly right-of-way of Research Court (66-foot public right-of-way);

THENCE leaving the said southerly right-of-way line of Technology Circle proceed along the said mitered right-of-way line South 50°57'41" West, a distance of 71.92 feet to an iron pin found on the easterly right-of-way line of Research Court (66-foot public right-of-way);

THENCE along the said easterly right-of-way line South 05°57'16" West, a distance of 285.73 feet to a point;

THENCE continuing along the said easterly right-of-way line southerly a distance of 90.57 feet along the arc of a curve to the right, having a radius of 558.32 feet and being subtended by a chord which bears South 10°36'06" West, for a distance of 90.47 feet, to an iron pin found;

THENCE continuing along the said easterly right-of-way line southerly a distance of 44.55 feet along the arc of said curve to the west having a radius of 496.05 feet and being subtended by a chord which bears South 17°25'41" West, for a distance of 44.54 feet, to a point;

THENCE continuing along the said easterly right-of-way line South 20°00'04" West, a distance of 180.84 feet to an iron pin found on a curved cul-de-sac, with a radius of 65 feet;

Two Towne Square, Suite 700, Southfield, MI 48076 Tel: 248.447.2000 Fax: 248.447.2001

www.atwell-group.com

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THENCE continuing along the said cul-de-sac right-of-way line southwesterly a distance of 169.54 feet along the arc of a curve to the right, having a radius of 65.00 feet and being subtended by a chord which bears South 35°14'47" West, for a distance of 125.40 feet, to an iron pin found;

THENCE continuing along the said cul-de-sac right-of-way line northwesterly and northeasterly a distance of 169.55 feet along the arc of said curve to the right having a radius of 65.00 feet and being subtended by a chord which bears North 04°41'41" East, for a distance of 125.41 feet, to an iron pin found on the westerly right-of-way line of Research Court, (66-foot public right-of-way),

THENCE leaving the said cul-de-sac proceed along the said westerly right-of-way line North 19°57'27" East, a distance of 180.53 feet to an iron pin found;

THENCE continuing along the said westerly right-of-way line northerly a distance of 119.28 feet along the arc of a curve to the left, having a radius of 482.13 feet and being subtended by a chord which bears North 13°06'20" East, for a distance of 118.98 feet, to a point;

THENCE continuing along the said westerly right-of-way line North 05°57'16" East, a distance of 292.59 feet to an iron pin found on the mitered right-of-way of Research Court and the southerly right-of way of Technology Circle;

THENCE along the said mitered right-of-way line North 35°05'29" West, a distance of 83.16 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 58,903 Square Feet or 1.352 Acres, more or less.

EXHIBIT B

(Affidavit of Publication)

NOTICE OF INTENTION TO FILE PETITION STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE COURT OF COMMON PLEAS Pursuant to S.C. Code Ann. §§ 57-9-10 through 57-9-40. Hillpointe, LLC gives this Notice of Intention to File a Petition in the Circuit Court for Richland County, South Carolina for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This notice shall be published once a week for three consecutive weeks John W. Davidson Nexsen Pruet, LLC 1230 Main Street, Suite 700 Post Office Drawer 2426 Columbia, SC 29202 JDavidson@nexsenpruet.com Telephone: 803 771 8900 Attorney for Petitioner July 1, 2021

THE COLUMBIA STAR

COLUMBIA, SOUTH CAROLINA

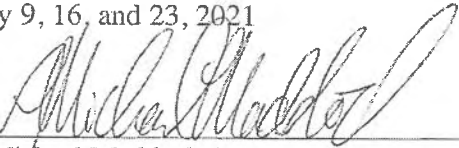
State of South Carolina
County of Richland

Personally appeared before me,
J. MICHAEL MADDOCK,
PUBLISHER OF THE COLUMBIA STAR,
who makes oath that the advertisement

NOTICE OF INTENTION TO FILE PETITION
Hillpointe, LLC gives notice of intention to file a
Petition ... for the closure of Research Court, etc.

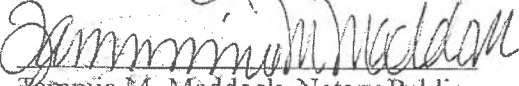
a clipping of which is attached hereto, was printed in
THE COLUMBIA STAR, a weekly newspaper of
general circulation published in the City of Columbia,
State and County aforesaid, in the issues of

July 9, 16, and 23, 2021



J. Michael Maddock, Publisher

Sworn to before me on this
23rd day of July, 2021



Fannie M. Maddock, Notary Public
My commission expires June 27, 2026

EXHIBIT C

(Notice Letters)

John W. Davidson
Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

DPX Holdings, LLC
R/a William E. Brewer
26 Cedar Field Court
Columbia, SC 29212

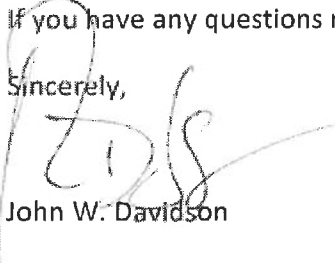
Re: Proposed Road Closure – Research Court

Dear Mr. Brewer:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing you notice of the intent to close this road because you either own property which abuts Research Court or otherwise may be affected by the closure. We are happy to discuss this matter with you.

If you have any questions regarding this matter, please contact me.

Sincerely,


John W. Davidson

JWD/smr

- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Hilton Head
- Myrtle Beach
- Raleigh

1230 Main Street
Suite 700 (29201)
PO Drawer 2426
Columbia, SC 29202
www.nexsenpruet.com

T 803.540.2023
F 803.727.1427
E JDavidson@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

John W. Davidson
Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

Richland County Administrator
PO Box 192
Columbia, SC 29204

Re: Proposed Road Closure – Research Court

Dear Sir:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing Richland County notice of the intent to close this road. We are happy to discuss this matter with you.

If you have any questions regarding this matter, please contact me.

Sincerely,


John W. Davidson

JWD/smr

- Charleston
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Nexsen Pruet, LLC
Attorneys and Counselors at Law

John W. Davidson
Member
Admitted in SC

July 29, 2021

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY

SC Department of Transportation
Post Office Box 191
Columbia, SC 29212

Re: Road Closure – Intersection of Technology Circle and Research Court

To Whom It May Concern:

Our firm has been retained by Hillpointe, LLC to petition the Richland County Court of Common Pleas for the closure of Research Court beginning at the intersection of Technology Circle to the end of the cul-de-sac. This road closing process is instituted pursuant to the provisions of S.C. Code Ann. §§ 57-9-10 et. seq. As required by this statute, we are providing SC Department of Transportation notice of the intent to close this road. We are happy to discuss this matter with you.

- Charleston
- Charlotte
- Columbia**
- Greensboro
- Greenville
- Hilton Head
- Myrtle Beach
- Raleigh

If you have any questions regarding this matter, please contact me.

Sincerely,



John W. Davidson

JWD/smr

1230 Main Street
Suite 700 (29201)
PO Drawer 2426
Columbia, SC 29202
www.nexsenpruet.com

T 803.540.2023
F 803.727.1427
E JDavidson@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

ELECTRONICALLY FILED - 2021 Dec 28 11:25 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4006246



Agenda Briefing Addendum

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Contributor:	Michael Maloney	Title:	Director; Department of Public Works
Contributor:	Katie Marr	Title:	Interim Assessor
Contributor:	Lauren Hogan		Senior Assistant County Attorney
Date Prepared:	February 23, 2022	Meeting Date:	February 22, 2022
Approved for Consideration:	County Administrator		Leonardo Brown MBA, CPM
Committee:	Development & Services		
Agenda Item:	5C: Road Closure Petition (Pointe Grand Columbia, LLC v. SCDOT, RC, DPX Holdings, LLC 2021-CP-40-06246) to close Research Court for which Richland County currently provides maintenance		

COUNCIL INQUIRY #1:

What are/were Richland County’s maintenance costs for Research Court?

Reply:

Per Director Maloney, there are no maintenance or related costs for Research Court.

COUNCIL INQUIRY#2:

How much in taxes will be added to the County rolls?

Reply:

Per Interim Assessor Marr, “[Presently], there is no taxable value associated with this road. The property was acquired into the Right-Away system via deed D1370/0043 in 1997. I have attached the deeds for Carolina Research Park for reference. I would like to note that this property was annexed into the City of Columbia in 2020 for the 2021 tax year. I have attached a copy of the Ordinance for reference.

Should this road be closed and no longer be a part of the right away system, it would then become taxed according to how the Court Order conveyed the road to adjacent parcels. Currently, the parcel owned by DPX Technologies at being taxed at \$60,000 per acre, and the other parcel has been tax-exempt. Reviewing the tax-exempt parcel based on recent sales, that acreage would come on the tax roll at \$45,000 an acre. This is providing all parcels are taxable.”

COUNCIL INQUIRY#3:

Councilmember Malinowski requested responses from the SCDOT and those abutting property owners relative to the closure.

Reply:

Per Senior Assistant County Attorney Hogan, "attached are documents provided by John Davidson, Attorney for the Petitioner to close Research Court. Mr. Davidson also provided the following information I think may be helpful:

Attached is the Answer filed by SCDOT in this action. You'll see that SCDOT states that the road to be closed is not within the SCDOT system and it has no objection to the closure. I have also attached a copy of the Consent signed by the abutting landowner, DPX Holdings, LLC consenting to the closure. The consent is the second page of the Notice of Filing."

ATTACHMENTS:

1. Deeds for Carolina Research Park
2. Ordinance
3. Answer filed by SCDOT
4. Copy of Consent signed by the abutting landowner

D1370 P0044

By: Robert F. Henderson (SEAL)
PARTY OF THE FIRST PART

COUNTY COUNCIL OF RICHLAND COUNTY

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Richard Kahit

Benny A. Manfils

As to Party of the First Part

Randy E. Byrd

As to Party of the Second Part

By: T. Cary McSwain
T. Cary McSwain, County Administrator

Attest: _____ (SEAL)
Secretary

APPROVED COUNTY ATTORNEY

DATE 8-24-95

SIGNATURE [Signature]

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE NO. 1

As to Party of the First Part

PERSONALLY appeared before me Richard Fracliek

who being duly sworn says that he saw the within named South Carolina Research Authority by Robert F. Henderson, its Director Party of the First Part, sign, seal and as its act and deed deliver the within written Instrument for the uses

and purposes therein mentioned, and that he with Benny A. Manfils witnessed the execution thereof.

SWORN to before me this 22 Richard Kahit

day of November 19 94

Margaret J. Beeler (L. S.)
Notary Public for South Carolina

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE NO. 2

As to Party of the Second Part

PERSONALLY appeared before me He Under signed who being duly sworn says that he saw the County Council of Richland County by its Chairman and Secretary sign, seal, and as the act and deed of the County Council of Richland County deliver the within written Instrument for the uses and purposes therein mentioned and that he with He other witnesses witnessed the execution thereof.

SWORN to before me this 17th [Signature]

day of March 19 97

Randy E. Byrd (L. S.)
Notary Public for South Carolina

MCE 3-9-2002

THE STATE OF SOUTH CAROLINA
RICHLAND COUNTY

— TO —
COUNTY COUNCIL
RICHLAND COUNTY, S. C.

CONVEYANCE OF RIGHT-OF-WAY

I hereby certify that the within deed has been this 12th day of March A. D. 19 97, recorded in Book D1370 of Deeds, Page 43 Ruby H. Dutton Clerk of Court for Richland County.

I hereby certify that the within deed has been this day of A. D. 19 recorded in Book of Deeds, Page

Auditor.

5-5-97
C.R.

01364 P0437

ORIGINAL

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

EASEMENT AND RIGHT-OF-WAY DEED

FEB 10 5 17 22 19

THIS INDENTURE made this the 6th day of February, 1997, by and between of the County and State aforesaid, Party of the First Part, and the County Council of Richland County, the governing body of Richland County, of the County and State aforesaid, Party of the Second Part. WITNESSETH:

That the said Parties hereto, for and in consideration of the sum of one (\$1.00) dollar each to the other paid, the receipt whereof is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained do mutually agree as follows:

That the Party of the First Part does hereby grant, bargain, sell, release and convey unto the Party of the Second Part, their successors in office, easements and rights-of-way, 66 feet in width, over and across the lands hereinafter described for the purpose of constructing and maintaining streets or roads thereon, said easements and rights-of-way for the construction and maintenance of such streets or roads being more particularly described as follows:

All that certain piece, parcel or lot of land containing approximately .90 acres, more or less, with improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, near the City of Columbia, and being designated as Technology Circle on a plat prepared for the South Carolina Research Authority by Lucius D. Cobb, Sr. dated September 16, 1996 to be recorded in the Office of the RMC for Richland County. Reference to said plat is craved for a fuller description, with all measurements being a little more or less. It is understood and agreed that the width of the above described easements and rights-of-way exceed .140...feet if made necessary by cuts and fills or by drainage ditches.

Together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD the said easements and rights-of-way unto the said Party of the Second Part, their successors and assigns, upon the following conditions:

Party of the First Part understands that said streets or roads are located by the Party of the First Part; that the construction and maintenance of said streets or roads will tend to collect surface waters into artificial channels and cast same on the lands adjoining said rights-of-way in concentrated form, through interference with the natural flow of such surface waters; that the Party of the Second Part do not hold themselves out perform, nor do they have equipment and material or appropriations of money to purchase equipment and material necessary to adequately pipe and ditch the lands adjoining said rights-of-way (the contemplated road beds) for the purpose of removing the surface waters or to provide means so that the natural flow of water shall not be impounded or interfered with to the damage of adjoining lands; and it is therefore agreed as one of the material considerations and inducements for constructing and maintaining said streets or roads by the Party of the Second Part, that the Party of the first part does, hereby release the Party of the Second Part, and their successors in office and Richland County, in the State aforesaid, from, and does hereby assume all risks of loss, damage, destruction or claims, of every kind or description, present or future, caused to, or suffered by Party of the First Part, heirs, assigns or successors in title to property adjoining said rights-of-way resulting from the collection of, or interference with, the natural flow of surface water, due to the construction, maintenance and repair, including future construction, maintenance and repair, of said streets or roads creating or resulting in a nuisance or of the taking of property without due process of law.

And the said Party of the First Part for and for heirs, assigns or successors to title does hereby further agree to save and hold harmless the Party of the Second Part, their successors in office, and Richland County, from all such losses, damages, destruction and claims hereinabove specified.

And the Party of the Second Part, their successors in office agree to maintain and repair said streets or roads in a reasonably good and workman like manner thereafter.

IT WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

APPROVED COUNTY ATTORNEY

DATE 2-6-97

SIGNATURE [Signature]

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
.....
As to Party of the First Part

.....
As to Party of the Second Part

SOUTH CAROLINA RESEARCH AUTHORITY

[Signature]
PARTY OF THE FIRST PART

Jon P. Monson
Vice President
Chief Financial and Administrative Officer

FOR COUNTY COUNCIL OF RICHLAND COUNTY

By T. Cary McSwain
County Administrator

Attest:

Secretary

RUBY H. DITMER
SECRETARY OF RICHLAND COUNTY, S.C.
2/6/97

FILED
FEB 10 AM 10:53

ORIGINAL

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE NO. 1

As to Party of the First Part

PERSONALLY appeared before me... Richard L. Fralick... who being duly sworn says that he saw the within named... Jon P. Monson... Party of the First Part, sign, seal and as... act and deed deliver the within written Instrument for the uses and purposes therein mentioned, and that he with... Simpson Z. Fant witnessed the execution thereof.

SWORN to before me this... 4th... day of... November... 19... 96

Richard L. Fralick

Janet Hamilton (L. S.) Notary Public for South Carolina My Comm. 4P 3/12/2001

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE NO. 2

As to Party of the Second Part

PERSONALLY appeared before me... Randy Byrd... who being duly sworn says that he saw the County Council of Richland County by its Chairman and Secretary sign, seal, and as the act and deed of the County Council of Richland County deliver the within written Instrument for the uses and purposes therein mentioned and that he with the other witnesses... witnessed the execution thereof.

SWORN to before me this... 6th... day of... February... 19... 97

Randy E. Byrd

(L. S.) Notary Public for South Carolina 4-11-2004

THE STATE OF SOUTH CAROLINA RICHLAND COUNTY

-- TO --

COUNTY COUNCIL

RICHLAND COUNTY, S. C.

CONVEYANCE OR RIGHT-OF-WAY

I hereby certify that the within deed has

been this... Easement & Right of Way Deed

day of... 10th FEB... A. D.

19... 97, recorded in Book... 1364

of Deeds, Page... 437

Ruby H. Bateman Clerk of Court for Richland County.

I hereby certify that the within deed has

been this...

day of... A. D.

19... recorded in Book...

of Deeds, Page...

Auditor.

ORDINANCE NO.: 2021-061

Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 3rd day of August, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Office and Institutional District (C-1), apportioned to City Council District 1, Census Tract 114.04, contains 26.36 acres, and shall be assigned a land use classification of Employment Campus (EC).


PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17200-02-11

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.


Requested by:

Assistant City Manager Gentry _____



Mayor


Approved by:



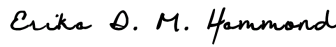
City Manager

Approved as to form:

ATTEST:



City Attorney
Introduced: 7/20/2021
Final Reading: 8/3/2021



City Clerk

ORDINANCE NO.: 2021-061
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads
FROM: Teresa Wilson, City Manager
DATE: April 1, 2021
RE: **Property Address:** 26.36 acres S/S Technology Circle
Richland County TMS#: 17200-02-11
Owner(s): South Carolina Research Authority / Hillpointe, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Office and Institutional (C-1)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 114.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Interim Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: EC (Land Use classification) by 9-0
on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-1 (Zoning classification) by 9-0
on 5/3/2021 (mm/dd/yyyy).


(Signature of Annexation Coordinator)

































Future Land Use Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11

Existing Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: EC

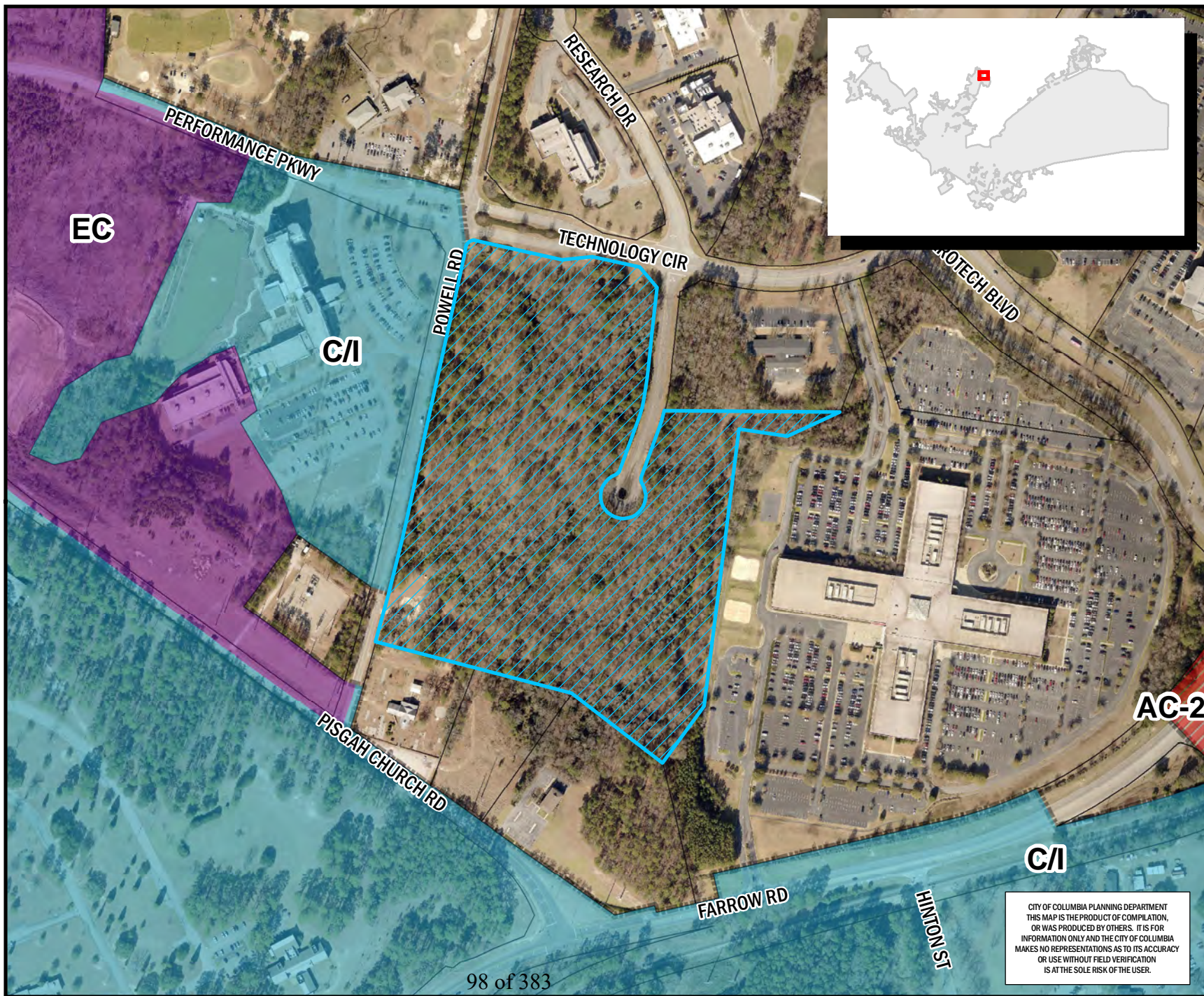
Department of Planning & Development Services

- Legend**
-  CITY LIMITS
 -  PARCELS
 -  UCMR-1 - Urban Core Mixed Residential - 1
 -  UCMR-2 - Urban Core Mixed Residential - 2
 -  UCMR-3 - Urban Core Mixed Residential - 3
 -  UEMR - Urban Edge Mixed Residential
 -  UCMF - Urban Core Multi-family
 -  UEMF - Urban Edge Multi-family
 -  UCR-1 - Urban Core Residential Small Lot
 -  UCR-2 - Urban Core Residential Large Lot
 -  UER-1 - Urban Edge Residential Small Lot
 -  UER-2 - Urban Edge Residential Large Lot
 -  UCAC-1 - Urban Core Neighborhood Activity Center
 -  UCAC-2 - Urban Core Community Activity Center
 -  UCAC-3 - Urban Core Regional Activity Center
 -  UEAC-1 - Urban Edge Community Activity Center
 -  UEAC-2 - Urban Edge Regional Activity Center
 -  AC-1 - Neighborhood Activity Corridor
 -  AC-2 - Community Activity Corridor
 -  AC-3 - Regional Activity Corridor
 -  EC - Employment Campus
 -  IND - Industrial
 -  TU - Transportation & Utilities
 -  SIA - Sports/Amusement
 -  CI - Civic/Institutional
 -  CBA - Central Business Area
 -  ZOO - Riverbanks Zoo & Garden
 -  UC - Universities/Colleges
 -  FJ - Fort Jackson
 -  TIS - Transitional/Sensitive Lands



0 105 210 420 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 3/30/2021



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS AT THE SOLE RISK OF THE USER.

Zoning Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11
 Current Rich. Co. Zoning: GC, Proposed Zoning: C-1

Department of Planning &
 Development Services

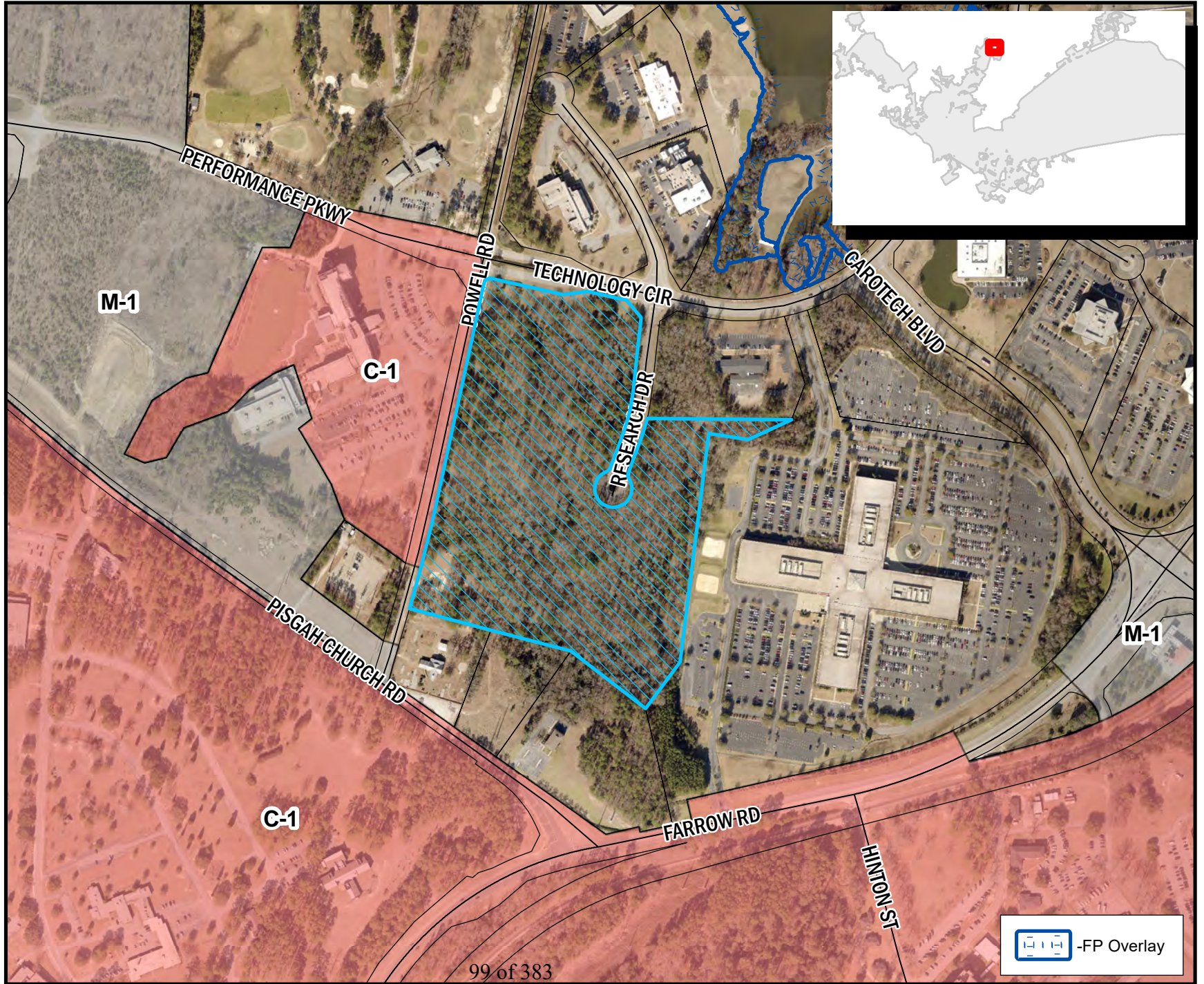
Legend

PARCELS	
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	FUD-C
RG-1A	FUD-LS
RG-2	FUD-LS-E
RG-3	FUD-LS-R
UTD	FUD-R
MX-1	OUT OF CITY
MX-2	

0 120 240 480 Feet

ORIGINAL PREPARATION/DATE:
 This map was prepared by:
 Shane Shaughnessy
 March 30, 2021

DISCLAIMER:
 The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PETITION FOR ANNEXATION

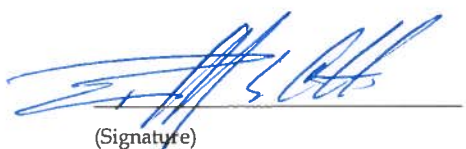
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

Richland County TMS: 17200-02-11
Property Address: 26.36 acres S/S Technology Circle

Seller:

South Carolina Research Authority



(Signature)

Date: 3/22/2021

Randy C. Hays

(Print Name)

ITS: Director of Facilities

Buyer:

Hillpointe, LLC



(Signature)

Date: 3/19/2021

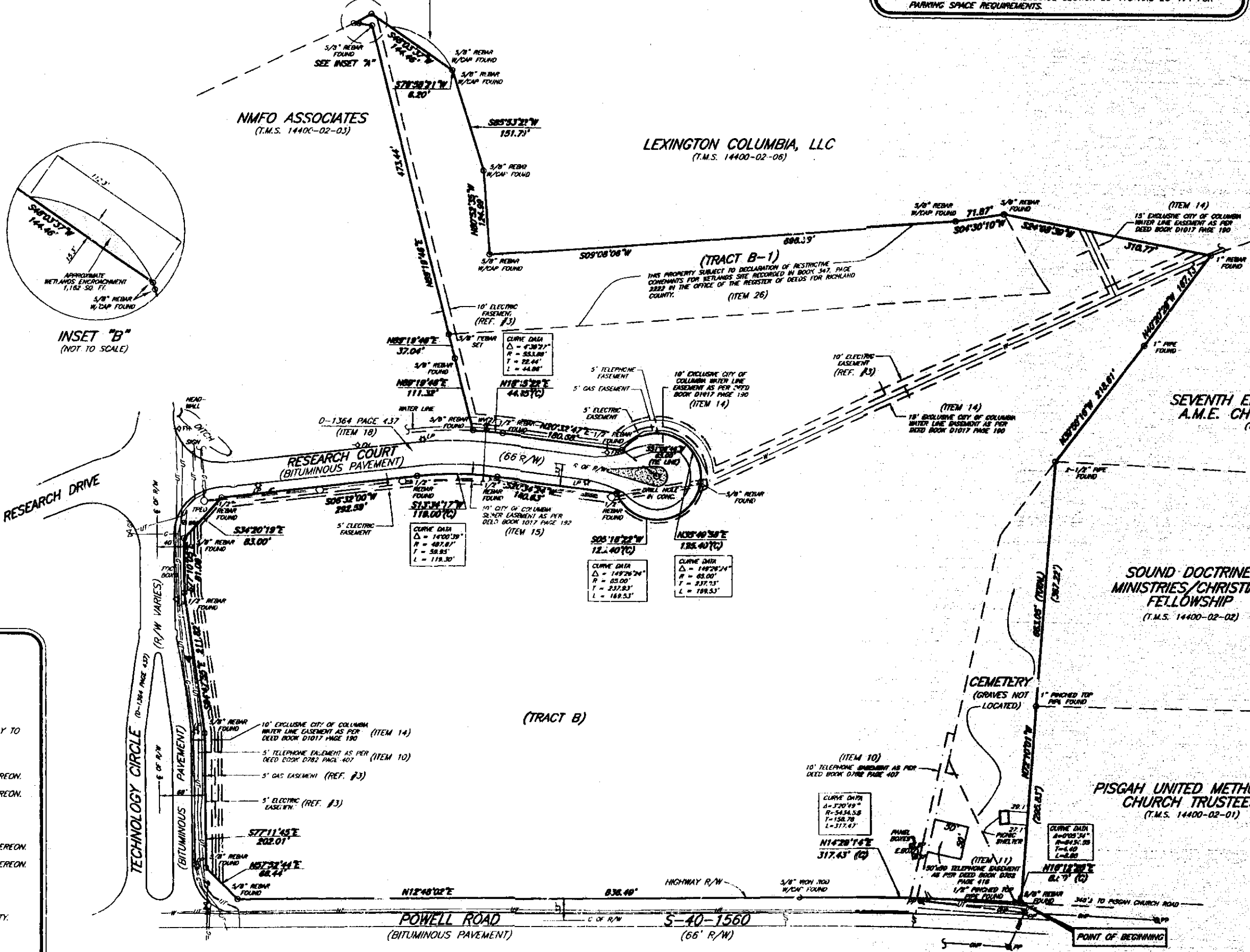
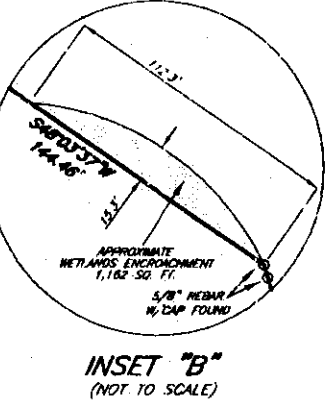
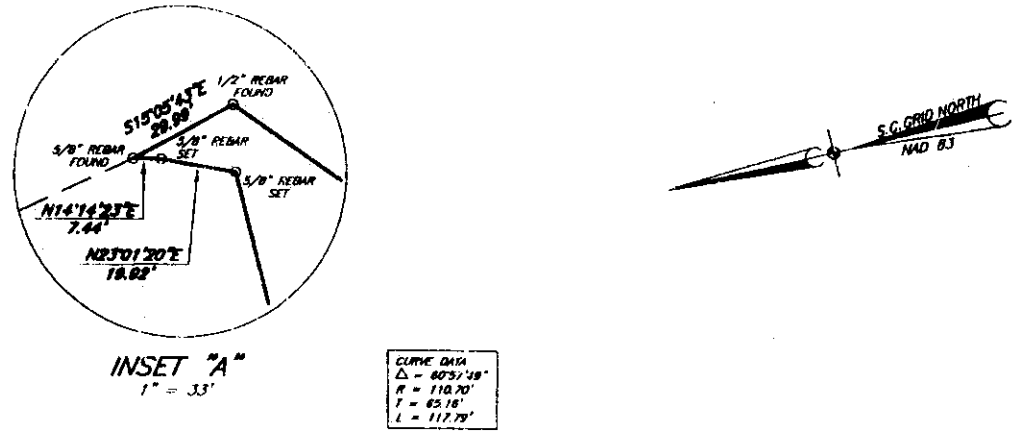
Steven Cameron

(Print Name)

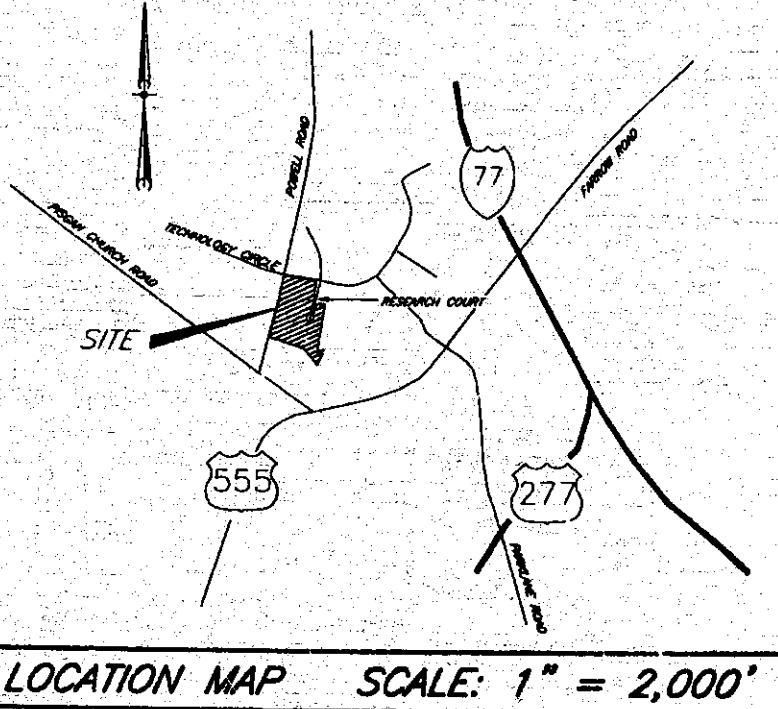
ITS: Managing Partner

LAND DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH IMPROVEMENTS THEREON, SITUATED, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND NEAR THE CITY OF COLUMBIA AND BEING SHOWN ON A PLAT TITLED "ALTA/ACSM LAND TITLE SURVEY" BY B.P. BARBER DATED JUNE 25, 2008, SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT: BEGINNING AT A 5/8" REBAR ON THE EASTERN RIGHT-OF-WAY OF POWELL ROAD (S-40-1560) BEING THE NORTHWEST CORNER OF THE PISGAH UNITED METHODIST CHURCH TRUSTEES (T.M.S. 14400-02-01) AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF POWELL ROAD THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT IN A DIRECTION OF N11°12'55"E FOR A CHORD LENGTH OF 8.00' (SAID CURVE HAVING AN ARC LENGTH OF 8.00' AND A RADIUS OF 54.155') TO A 1/2" REBAR, THENCE N12°40'02"E FOR A DISTANCE OF 43.54' TO A 5/8" REBAR, THENCE N14°20'14"E FOR A CHORD LENGTH OF 317.43' (SAID CURVE HAVING AN ARC LENGTH OF 317.43' AND A RADIUS OF 541.55') TO A 5/8" REBAR, THENCE N12°40'02"E FOR A DISTANCE OF 43.54' TO A 5/8" REBAR, THENCE ALONG A LINE THAT JOINS THE EASTERN RIGHT-OF-WAY OF POWELL ROAD WITH THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE IN A DIRECTION OF N57°52'44"E FOR A DISTANCE OF 66.44' TO A 5/8" REBAR. THENCE TURNING AND PROCEEDING ALONG THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE THE FOLLOWING COURSES AND DISTANCES: S77°11'45"E FOR A DISTANCE OF 202.68' TO A 5/8" REBAR, THENCE S84°47'55"E FOR A DISTANCE OF 211.82' TO A 1/2" REBAR, THENCE S77°10'05"E FOR A DISTANCE OF 81.08' TO A 5/8" REBAR AND THEN ALONG A LINE THAT JOINS THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE AND THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF S34°20'19"E FOR A DISTANCE OF 83.00' TO A 1/2" REBAR. THENCE TURNING AND PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT THE FOLLOWING COURSES AND DISTANCES: S06°32'00"W FOR A DISTANCE OF 292.59' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S15°34'17"W FOR A CHORD LENGTH OF 119.00' (SAID CURVE HAVING AN ARC LENGTH OF 119.30' AND A RADIUS OF 487.87') TO A 1/2" REBAR, THENCE S20°34'24"W FOR A DISTANCE OF 180.87' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE LEFT IN A DIRECTION OF S05°16'22"W FOR A CHORD LENGTH OF 125.40' (SAID CURVE HAVING AN ARC LENGTH OF 169.53' AND A RADIUS OF 65.00') TO A 5/8" REBAR AND THEN ALONG A CURVE TO THE LEFT THAT JOINS THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT WITH THE EASTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF N18°15'22"E FOR A CHORD LENGTH OF 125.40' (SAID CURVE HAVING AN ARC LENGTH OF 169.53' AND A RADIUS OF 65.00') TO A 1/2" REBAR. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF NMFO ASSOCIATES (T.M.S. 14400-02-03) THE FOLLOWING COURSES AND DISTANCES: N89°19'46"E FOR A DISTANCE OF 111.32' TO A 5/8" REBAR AND THEN N89°19'46"E FOR A DISTANCE OF 37.04' TO A 5/8" REBAR AND THEN N89°19'46"E FOR A DISTANCE OF 144.46' TO A 5/8" REBAR AND THEN S79°58'21"W FOR A DISTANCE OF 6.20' TO A 5/8" REBAR AND THEN S05°32'22"W FOR A DISTANCE OF 151.79' TO A 5/8" REBAR AND THEN N89°20'25"W FOR A DISTANCE OF 124.99' TO A 5/8" REBAR AND THEN S09°08'06"W FOR A DISTANCE OF 696.39' TO A 5/8" REBAR AND THEN S04°30'10"W FOR A DISTANCE OF 71.87' TO A 5/8" REBAR AND THEN S24°08'39"W FOR A DISTANCE OF 310.71' TO A 1" REBAR. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SEVENTH EPISCOPAL DISTRICT OF A.M.E. CHURCH INCORPORATED (T.M.S. 14400-02-07) THE FOLLOWING COURSES AND DISTANCES: N40°20'28"W FOR A DISTANCE OF 187.15' TO A 1" PIPE AND THEN N38°50'16"W FOR A DISTANCE OF 218.61' TO A 2-1/2" PIPE. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SOUND DOCTRINE MINISTRIES/CHRISTIAN FELLOWSHIP (T.M.S. 14400-02-02) IN A DIRECTION OF N72°10'01"W FOR A DISTANCE OF 367.22' TO A 1" PIPE. THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF PISGAH UNITED METHODIST CHURCH TRUSTEES (T.M.S. 14400-02-01) IN A DIRECTION OF N42°10'01"W FOR A DISTANCE OF 236.83' TO A 5/8" REBAR, THIS BEING THE POINT OF BEGINNING THIS PARCEL CONTAINS 26.359 ACRES OR 1,148,213 SQUARE FEET.



NOTES:
1. THIS IS NOT A VALID TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE REVISED, CROSSSED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR NOTED HEREON.
2. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
3. THE EASEMENTS SHOWN HEREON ARE ALL THOSE OF WHICH THE SURVEYOR HAS AWARE AS OF THE DATE OF THIS SURVEY; THE LOCATIONS OF THOSE EASEMENTS SHOWN HEREON ARE BASED ON EVIDENCE APPARENT IN THE FIELD AND DOCUMENTS WHICH HAVE BEEN PROVIDED TO US; THERE MAY BE ADDITIONAL EASEMENTS WHICH AFFECT THIS PROPERTY BUT WERE NOT KNOWN TO US.
4. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE APPROXIMATE AND MUST BE VERIFIED BY OPERATING AUTHORITIES PRIOR TO CONSTRUCTION.
5. ALL PROPERTY CORNER SIZES ARE MEASURED TO THE OUTSIDE DIMENSION.
6. THIS PROPERTY IS ZONED LIGHT INDUSTRIAL (LI-1) WITH THE FOLLOWING BUILDING SETBACK REQUIREMENTS: FRONT-25', SIDE-40', REAR-10'. SEE RICHLAND COUNTY ORDINANCE SECTION 26-173 AND 26-174 FOR PARKING SPACE REQUIREMENTS.



- LEGEND
- PP \emptyset POWER POLE
 - E CENTERLINE
 - R/W RIGHT OF WAY
 - W/LC WETLAND CORNER
 - FH FIRE HYDRANT
 - LP LIGHT POLE
 - TRPD TELEPHONE PEDESTAL
 - WV WATER WHOLE
 - CB CATCH BASIN
 - MH MAN HOLE
 - E.BOX ELECTRICAL BOX
 - FDC FLOOR BOX
 - WSP ELEC. SERVICE POLE
 - SL STREET LIGHT
 - PVC POLYVINYL CHLORIDE
 - RCP REINFORCED CONCRETE
 - CMR CORRUGATED METAL PIPE

- REFERENCE IS MADE TO THE FOLLOWING:
- 1. A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BOBS), LLC BY POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 20, 1999, AND RECORDED IN RECORD BOOK 348, PAGE 1176.
 - 2. A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BOBS), LLC BY POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 3, 1999, AND RECORDED IN RECORD BOOK 210, PAGE 424.
 - 3. A PLAT OF PROPERTY SURVEYED FOR SOUTH CAROLINA RESEARCH AUTHORITY BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 5, 1990.
 - 4. A PLAT OF PROPERTY SURVEYED FOR WILLIAM M. YATES BY UNITED DESIGN SERVICES, INC. DATED MAY 13, 1988, AND RECORDED IN PLAT BOOK 33, PAGE 1822.
 - 5. A PLAT OF PROPERTY SURVEYED FOR NMFO ASSOCIATES BY LEON CAMPBELL & ASSOCIATES, INC. DATED OCTOBER 21, 1998.
 - 6. A PLAT OF PROPERTY SURVEYED FOR PISGAH UNITED METHODIST CHURCH BY B.P. BARBER & ASSOCIATES, INC. DATED APRIL 27, 1980, AND RECORDED IN PLAT BOOK 16, PAGE 40 (DRAWING NO. 11,872-C2).
 - 7. CITY OF COLUMBIA ENGINEERING DEPARTMENT AS-BUILT UTILITY PLANS FILE NO. 177-14, SHEETS C.B. & C.P.
 - 8. SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY BY B.P. BARBER AND ASSOCIATES (FILE# 38,084-870) DATED DECEMBER 9, 2003.
 - 9. RICHLAND COUNTY DEED BOOK D-686, PAGE 291.
 - 10. RICHLAND COUNTY TAX ASSESSOR'S MAP NO. 17200-02-11.

- ITEMS CORRESPONDING TO SCHEDULE B
- LAWYERS TITLE INSURANCE CORPORATION - FILE NO.: 08-LT-003 (815/9088) EFFECTIVE DATE: JANUARY 28, 2008 AT 08:00AM
- ITEM 6 - DEED BOOK D-1370 PAGE 43, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 7 - DEED BOOK D-943 PAGE 736, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 8 - DEED BOOK D-947 PAGE 608 AND DEED BOOK 993 PAGE 246 DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 9 - DEED BOOK D-943 PAGE 730, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 10 - DEED BOOK D-782 PAGE 407, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
 - ITEM 11 - DEED BOOK D-782 PAGE 416, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
 - ITEM 12 - DEED BOOK D-825 PAGE 709, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 13 - DEED BOOK D-825 PAGE 712, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 14 - DEED BOOK D-1017 PAGE 190, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
 - ITEM 15 - DEED BOOK D-1017 PAGE 192, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.
 - ITEM 16 - DEED BOOK D-855 PAGE 564, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 17 - DEED BOOK D-1124 PAGE 739, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 18 - DEED BOOK D-1364 PAGE 437, ROAD RIGHT OF WAY DEED TO RICHLAND COUNTY.
 - ITEM 19 - DEED BOOK D-845 PAGE 138, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 20 - DEED BOOK D-896, PAGE 810, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 21 - PLAT BOOK 50 PAGE 5175 AND PLAT BOOK 52 PAGE 6033, DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 22 - DOES NOT APPLY TO THIS PROPERTY.
 - ITEM 23 - HYDRO BOOK 286 PAGE 493, DOES NOT APPLY TO THIS PROPERTY.
- ADDITIONAL EXCEPTIONS AS TO TRACT B-1
- ITEM 25 - RECORD BOOK 347 PAGE 2228, IS A BLANKET EASEMENT AND CAN NOT BE PLOTTED.
 - ITEM 26 - RECORD BOOK 347 PAGE 2222, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

FLOOD NOTE

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR RICHLAND COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBER 45079020105, PANEL 105 OF 225, DATED JANUARY 17, 1994 AND THEREIN STATE BY GRAPHIC PLOTTING ONLY THAT THIS PROPERTY IS NOT FLOODED BY THE 100 YEAR FLOOD AREA AS DETERMINED BY THE FEDERAL FISHERY MANAGEMENT AGENCY.

COPYRIGHT NOTICE

THIS DRAWING IS THE PROPERTY OF B.P. BARBER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND NOT SPECIFICALLY IDENTIFIED THEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.

B-1 AREA= 3.092 ACRES OR 162,922 SQUARE FEET
TOTAL AREA= 26.359 ACRES OR 1,148,213 SQUARE FEET

THIS IS TO CERTIFY TO: LAWYERS TITLE INSURANCE CORPORATION AND WALL STREET REALTY PARTNERS LLC, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD SETBACK REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS AS PROMULGATED, ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2002, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSTANDING FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION AS A LAND SURVEYOR REGISTERED BY THE STATE OF SOUTH CAROLINA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

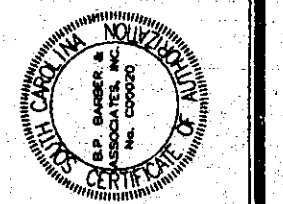
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN;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

HENRY B. BARBER, JR., S.C.L.S. NO. 10289
B.P. BARBER & ASSOCIATES, INC.
101 RESEARCH DRIVE
COLUMBIA, SC 29203
TELEPHONE: (803) 254-6400

DATE: 6/26/08

SIGNATURE DATE

APPROVALS	REVISION	DATE
PROJECT ENG. (NO)	DESCRIPTION	



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Engineering • Experience • Excellence
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FLORENCE • CHARLOTTE • SAVANNAH

ALTA/ACSM LAND TITLE SURVEY

WALL STREET APARTMENTS

DATE: JUNE 25, 2008 SCALE: 1" = 100'

DATE	DESCRIPTION	BY
08161.dwg		
2171		
34,314-G4		
08161		

FILE NO. **34,616-883**

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) Civil Action No.: 2021-CP-40-06246

Pointe Grand Columbia, LLC)
)
) Petitioner,)
)
) v.) ANSWER OF
) SOUTH CAROLINA DEPARTMENT
) OF TRANSPORTATION
)
South Carolina Department of)
Transportation, County of Richland, and)
DPX Holdings, LLC,)
)
) Respondents.)
)
_____)

The South Carolina Department of Transportation (hereinafter referred to as “SCDOT”), answers the Petition as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Petition which is not hereinafter specifically admitted, modified or explained, is denied and strict proof demanded thereof.
2. Respondent SCDOT has insufficient information either to admit or deny the allegations of paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12, and therefore denies same and demands strict proof thereof.
3. With regard to the allegations of paragraph 4, Respondent SCDOT denies that the subject, Research Court, is within the State Highway System which SCDOT maintains.

FOR A SECOND DEFENSE

4. Further answering the Petition herein and as a Second Defense thereto, Respondent SCDOT reiterates all the allegations asserted in its First Defense above, as

fully as if repeated herein.

(a) Respondent SCDOT does not stake any claim in the subject road, Research Court, which is the subject of this action and interposes no objection to its closure.

WHEREFORE, having fully answered, Respondent SCDOT prays that this Court grant whatever relief it deems appropriate.

South Carolina Department of Transportation

s/Natalie J. Moore
Natalie J. Moore
Assistant Chief Counsel
P. O. Box 191
Columbia, SC 29202
S.C. Bar No. 4058
moorenj@scdot.org
803.737-1252 (dd)
803.737-2071 (fax)

January 10, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2021-CP-40-06246

Pointe Grande Columbia, LLC
Petitioner

vs.

South Carolina Department of Transportation,
County of Richland and DPX Holdings, LLC
Respondents.

NOTICE OF FILING

The Petitioner, by and through their counsel, file the attached Consent for Road Closure and Acceptance of Service from Respondent DPX Holdings, LLC in the above-referenced matter.

s/John W. Davidson
John W. Davidson, SC Bar No. 8494
NEXSEN PRUET, LLC
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, South Carolina 29202
(803) 771-8900
Attorneys for Petitioner

February 8, 2022

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pointe Grande Columbia, LLC

Petitioner,

vs.

South Carolina Department of Transportation;
County of Richland; and DPX Holdings, LLC

Respondents.

IN THE CIRCUIT COURT

Case No. 2021-CP-40-

**CONSENT OF RESPONDENT DPX HOLDINGS,
LLC TO PETITION FOR ABANDONMENT AND
CLOSING OF ROAD AND ACCEPTANCE OF
SERVICE**

The undersigned hereby accepts service of the Petition for Abandonment and Closing of Road and further consents to the closure of the road as requested in the Petition for Abandonment and Closing of Road, and agrees to execute such further documents as may be required to complete the closure.

DPX Holdings, LLC

By: 

Its: President

Feb. 7, 2022

Richland County Council Request for Action

Subject:

Award Contract for Body Removal Services

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the award of a contract to Premier Care Services for Body Removal Services.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Christy Brazell	Title:	Deputy Coroner
Department:	Coroner's Office	Division:	Click or tap here to enter text.
Date Prepared:	January 28, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 1, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2022
Finance Review	Stacey Hamm via email	Date:	February 16, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Award Contract for Body Removal Services		

RECOMMENDED/REQUESTED ACTION:

The Coroner recommends Council approve the award of a contract to Premier Care Services for Body Removal Services

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The RCCO seeks to enter into contract with Premier Care Services based on solicitation RC-478-P-2022, for a period of one (1) year with up to four 4 one year renewals. The estimated annual award would be \$135,000.00 but could fluctuate based on the number of deaths within Richland County. A budget increase will be necessary for fiscal year 22-23 in the amount of \$65,000.00. A budget amendment will be necessary this fiscal year to cover the remainder of the year's services in the amount of \$65,000.00

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Coroner's Office (RCCO) requests County Council approve the award of the Body Removal Services contract to Premier Care services. This service is a crucial part of the Coroner's office and requires a company with experience and compassion. If RCCO is unable to award this contract, not being able to transport deceased bodies will cause harmful pathogens to be released into the community therefore contaminating the air and water supply.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Request for Proposals RC-478-P-2022 was issued in November 2021 and three (3) vendors responded. The proposals were scored by an evaluation team and the highest ranked offeror, Premier Care Services, demonstrated their abilities in the areas of their approach to the services, performance history and professional background, location, type of body bags utilized and cost as outlined in the solicitation's requirements.

ATTACHMENTS:

1. Procurement documentation to be provided under separate cover

Richland County Council Request for Action

Subject:

Community Planning & Development – Business Service Center - Business License Tax Rate Schedule Rebalance

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the rebalanced Business License Tax Schedule to prevent a loss in revenue from businesses being placed into their new rate classes mandated by SC Act 176.



Agenda Briefing

Prepared by:	Zachary Cavanaugh	Title:	Director of Business Services
Department:	Community Planning & Development	Division:	Business Service Center
Date Prepared:	January 13, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 20, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 2, 2022
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee	Administration & Finance		
Subject:	Business License Tax Rate Schedule Rebalance		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the rebalanced Business License Tax Schedule to prevent a loss in revenue from businesses being placed into their new rate classes mandated by SC Act 176

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Counties, Cities and towns must rebalance their business license tax rates to ensure revenue neutrality during the 2022 business license cycle. In other words, achieving compliance with SC Act 176 during the first year of 2021 cannot have the effect of creating a revenue windfall relative to 2020 revenue.

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

None.

REGULATORY COMPLIANCE:

SC Act 176 (Business License Standardization Act) requires any licensing jurisdiction in South Carolina to place all the business types into their state mandated rate classes. Licensing jurisdictions are able to rebalance their rate classes to ensure revenue neutrality in license year 2022 compared to license year 2020.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval of the attached business license tax rate schedule. To comply with SC Act 176 businesses are being placed into their new rate classes mandated by state law and to ensure revenue neutrality the business license rates must be adjusted prevent a windfall in revenue during the 2022 business license year.

Once each business type is placed into its state mandated rate class which is determined by the businesses NAICS code the business license tax schedule will need to be balanced to ensure revenue neutrality in license year 2022 compared to the revenue collected in license year 2020.

This will affect what the Business Service Center charges each business type for their business license annually.

SC Act 176 standardizes business license practices throughout South Carolina which will make doing business in SC easier and more efficient.

If this request is denied Richland County would stand to lose over 1 million dollars in revenue collected from business license taxes.

One alternative would be to place each business into their new rate classes and not rebalance the license rate tax schedule which would result in a loss of over 1 million dollars in revenue.

Please see the attached ordinance amendment which includes the new business license tax schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Proposed Rate Schedule



2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
Class 8	Mandatory or Recommended Subclasses	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40

713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
Class 9	Optional Subclasses	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70
31	Manufacturing	9.80
32	Manufacturing	9.80
33	Manufacturing	9.80

Note: Class Schedule is based on 2017 IRS data.

Richland County Business Service Center Business License Tax Schedule

Rates

<u>Rate Class</u>	<u>Income \$0-2,000</u>	<u>All Income over \$2,000 (Rate per \$1,000 or fraction thereof)</u>
1	\$16.85	\$0.84
2	\$18.85	\$0.94
3	\$20.85	\$1.04
4	\$22.85	\$1.14
5	\$24.85	\$1.24
6	\$26.85	\$1.34
7	\$28.85	\$1.44
8	See Class 8 Rates Below	See Class 8 Rates Below

Non-Resident Rates

Unless otherwise specially provided, all minimum taxes and rates shall be doubled for non-residents and itinerants having no fixed principal place of business within the county.

Declining Rates

Declining rates apply in all cases for gross income over \$1,000,000.00	
Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
0.00-1.00	100%
1.01-2.00	95%
2.01-3.00	90%
3.01-4.00	85%
4.01-5.00	80%
5.01-6.00	75%
6.01-7.00	70%
7.01-8.00	65%
8.01-9.00	60%
9.01-10.00	55%
Over 10.00	50%

Decals

Coin Operated Machines- All coin-operated amusement, skill, and music machines shall have a decal posted upon it. The cost per decal is \$12.50

Passenger Transportation Vehicles- All taxis, limos, shuttles, and any other type vehicle, motorized or non-motorized, whose primary purpose is to move people from one place to another shall post one decal on each vehicle. Vehicles shall be charged according to the table below.

<u>Place of Registration</u>	<u>Cost per decal</u>
In Richland County	\$115.84
Outside Richland County	\$173.76

Business Vehicles- Any personal or company vehicle which has anywhere upon it any visible markings, i.e., magnets, stickers, decals, etc. to identify the vehicle as associated with a business and is used by the business to go to or from locations in the county to conduct any business shall post one decal on the rear of each vehicle to identify the business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

Class 8 Rates

<u>Rate Class</u>	<u>NAICS#</u>	<u>Business Type</u>
8.20	482	Railroad Companies, Exempt from County, SC Code Section 4-9-30
8.30	517311	Wired Telecommunications Carriers, Exempt from County, SC Code Section 4-9-30

8.30	517312	Wireless Telecommunications Carriers (except Satellite), Exempt from County, SC Code Section 4-9-30
8.40	5241	Insurance Carriers, Exempt from County, SC Code Section 4-9-30
8.40	5242	Insurance Brokers for non-admitted Insurance Carriers, Exempt from County, SC Code Section 4-9-30

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.10	23	Contractors, Construction (All Types)	\$40.00	\$1.00

1. All out-of-county income, for which a business license has been paid, must be reported as part of the gross income. (This income will then be deducted, as described in Section 16-7 of the Business License Ordinance.)
2. A trailer at the construction site is not a permanent place of business under this ordinance.
3. The total business license fee for the full amount of the contract shall be paid prior to the issuing of a building permit or the commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. Before any County Certificate of Occupancy is issued, any change orders resulting in a higher contract value to the contractor must be reported and the business license tax increased as necessary (except as provided in Section 16-7(4)). An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base fee shall be paid in a calendar year.
4. Before any electrical or plumbing contractor shall be issued a business license, a master's license must be obtained in his or her respective field and post bond as provided by the plumbing and electrical ordinances of the county. Subcontractors furnishing labor for and/or supervision over construction or providing any type of contractual service shall be held liable for payment of the business license fees set forth in the section on the same basis as are prime contractors.
5. No contractor shall be issued a business license until all State and County qualification examinations and trade license requirements have been met. Each contractor shall post a sig in plain view on each job identifying the contractor with the job and shall furnished the License Inspector with a list of all sub-contractors for the same job. Each and every vehicle at the job site shall display a contractor decal, as provided in Section 16-5(4)(a).
6. Sub-Contractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general or prime contractor for value of work performed by a subcontractor. Genera or prime contractors will be responsible and will pay for the business license of any sub-contractor doing work on the project if the sub-contractor is found without a county business license.

7. All contractors located in the unincorporated areas of Richland County must report all income received in the prior year to the business license office during the renewal period. Each contractor shall itemize and deduct all update fees paid to Richland County, or any other jurisdiction, as part of the business license application.
8. No part of this rate shall be construed to conflict with the exemption provided for in Section 16-7(4)

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.51	713120	Amusement Parks and Arcades	\$40.00	\$1.00
8.52	713290	Nonpayout Amusement Machines	\$40.00	\$1.00
8.60	713990	All Other Amusement and Recreational Industries (pool tables)	\$40.00	\$1.00

Class 9 Optional Sub-Classes

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
9.10	423930	Recyclable Material Merchant Wholesalers (Junk)	\$40.00	\$1.35
9.20	522298	Pawnshops	\$40.00	\$1.35
9.30	4411	Automobile Dealers	\$40.00	\$1.30
9.30	4412	Other Motor Vehicle Dealers	\$40.00	\$1.30
9.41	454390	Other Direct Selling Establishments (Regular Peddlers)	\$50.00	\$2.00
9.42	454390	Other Direct Selling Establishments (Seasonal Peddlers)	\$15.00	\$1.25
9.50	713290	Bingo Halls	\$40.00	\$1.20
9.60	711190	Other Performing Arts Companies (Carnivals and Circuses)	\$40.00	\$1.25

9.70	722410	Drinking Places (Alcoholic Beverages)	\$40.00	\$1.25
9.91	454210	Vending Machine Operators	\$35.00	\$1.20
9.92	562212	Solid Waste Landfill	\$40.00	\$1.25
9.93	713990	All Other Amusement and Recreation Industries	\$40.00	\$1.25
9.94	722330	Mobile Food Services	\$40.00	\$3.00

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

AN ORDINANCE AMENDING SECTIONS 16-5 AND 16-7 OF ARTICLE 1, CHAPTER 16 OF THE CODE OF ORDINANCES OF RICHLAND COUNTY RELATING TO BUSINESS LICENSING AND REGULATION AND TO ESTABLISH AN EFFECTIVE DATE FOR CERTAIN AMENDMENTS TO THE CODE OF ORDINANCES.

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. Section 16-5 of the Richland County Code of Ordinances is amended by deleting the existing language and inserting:

“Sec. 16-5. Classification and Rates.

(1) The County Council shall, by ordinance, establish and approve a Business License Fee Schedule upon the adoption of the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the Revenue and Fiscal Affairs office by December 31 of every odd year.

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

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

(b) Taxis, limos, and shuttles shall post one taxi or shuttle decal on each vehicle. Vehicles registered in Richland County shall be charged \$115.84 per decal; vehicles not registered in Richland County shall be charged \$173.76 per decal.

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

years. (Rates shall be rounded up to the nearest nickel value; fees for decals and stickers shall be rounded up to the nearest quarter value.)

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

(5) Until the adoption of an updated Business License Class Schedule pursuant to subsection (1) of this section, the following applies:

2022 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale Trade	1.00
44	Retail Trade	1.00
45	Retail Trade	1.00
48	Transportation and Warehousing	2.00
49	Transportation and Warehousing	2.00
51	Information	4.00
52	Finance and Insurance	7.00
53	Real Estate and Rental and Leasing	7.00
54	Professional, Scientific, and Technical Services	5.00
55	Management of Companies	7.00
56	Administrative and Support and Waste Management and Remediation Services	4.00
61	Educational Services	4.00
62	Health Care and Social Assistance	4.00
71	Arts, Entertainment, and Recreation	3.00
721	Accommodation	3.00
722	Food Services and Drinking Places	1.00
81	Other Services	5.00
Class 8	Mandatory or Recommended Subclasses	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
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5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
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713290	Nonpayout Amusement Machines	8.52

713990	All Other Amusement and Recreational Industries (pool tables)	8.60
Class 9	Optional Subclasses	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
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454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70

Note: Class Schedule is based on 2017 IRS Data.

Richland County Business Service Center Business License Tax Schedule Rates

Rate Class	Income \$0-2,000	All Income Over \$2,000 (Rate per \$1,000 or fraction thereof)
1	\$16.85	\$0.84
2	\$18.85	\$0.94
3	\$20.85	\$1.04
4	\$22.85	\$1.14
5	\$24.85	\$1.24
6	\$26.85	\$1.34
7	\$28.85	\$1.44
8	See Class 8 Rates Below	See Class 8 Rates Below

Non-Resident Rates

Unless otherwise specially provided, all minimum taxes and rates shall be doubled for non-residents and itinerants having no fixed principal place of business within the county.

Declining Rates

Declining rates apply in all cases for gross income over \$1,000,000.00	
Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
0.00-1.00	100%
1.01-2.00	95%
2.01-3.00	90%
3.01-4.00	85%
4.01-5.00	80%
5.01-6.00	75%
6.01-7.00	70%

7.01-8.00	65%
8.01-9.00	60%
9.01-10.00	55%
Over 10.00	50%

Decals

Coin Operated Machines – All coin operated amusement, skill, and music machines must have a decal posted upon it. The cost per decal is \$12.50.

Passenger Transportation – All taxies, limos, shuttles, and any other type of vehicle, motorized or non-motorized, whose primary purpose is to move people from one place to another shall post one decal on each vehicles. Vehicles shall be charged according to the table below.

<u>Place of Registration</u>	<u>Cost per Decal</u>
In Richland County	\$115.84
Outside Richland County	\$173.76

Business Vehicles – A personal or company vehicle which has anywhere upon it visible markings including, but not limited to, magnets, stickers, or decals, to identify the vehicle as associated with a business and is used by the business to go to or from locations in the County to conduct business shall post one decal on the rear of each vehicle to identify the business as being properly licensed. Decals shall cost the total cost to product the decal rounded up to the nearest quarter value.

Class 8 Rates

<u>Rate Class</u>	<u>NAICS #</u>	<u>Business Type</u>
8.20	482	Railroad Companies, Exempt from County, SC Code Section 4-9-30
8.30	517311	Wired Telecommunications Carriers, Exempt from County, SC Code Section 4-9-30
8.30	517312	Wireless Telecommunications Carriers (except Satellite), Exempt from County, SC Code Section 4-9-30
8.40	5241	Insurance Carriers, Exempt from County, SC Code Section 4-9-30
8.40	5242	Insurance Brokers for non-admitted Insurance Carriers, Exempt from County, SC Code Section 4-9-30

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.10	23	Contractors, Construction (All Types)	\$40.00	\$1.00

1. All out-of-county income, for which a business license has been paid, must be reported as part of the gross income. (This income will then be deducted, as described in Section 16-7 of the Business License Ordinance.)
2. A trailer at the construction site is not a permanent place of business under this ordinance.
3. The total business license fee for the full amount of the contract shall be paid prior to the issuing of a building permit or the commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. Before any County Certificate of Occupancy is issued, any change orders resulting in a higher contract value to the contractor must be reported and the business license tax increased as necessary (except as provided in Section 16-7(4)). An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base fee shall be paid in a calendar year.
4. Before any electrical or plumbing contractor shall be issued a business license, a master's license must be obtained in his or her respective field and post bond as provided by the plumbing and electrical ordinances of the county. Subcontractors furnishing labor for and/or supervision over construction or providing any type of contractual service shall be held liable for payment of the business license fees set forth in the section on the same basis as are prime contractors.
5. No contractor shall be issued a business license until all State and County qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job and shall furnish the License Inspector with a list of all sub-contractors for the same job. Each and every vehicle at the job site shall display a contractor decal, as provided in Section 16-5(4)(a).
6. Sub-Contractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general or prime contractor for value of work performed by a subcontractor. General or prime contractors will be responsible and will pay for the business license of any sub-contractor doing work on the project if the sub-contractor is found without a county business license.
7. All contractors located in the unincorporated areas of Richland County must report all income received in the prior year to the business license office during the renewal period. Each contractor shall itemize and deduct all update fees paid to Richland County, or any other jurisdiction, as part of the business license application.

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.51	713120	Amusement Parks and Arcades	\$40.00	\$1.00
8.52	713290	Nonpayout Amusement Machines	\$40.00	\$1.00
8.60	713990	All Other Amusement and Recreational Industries (pool tables)	\$40.00	\$1.00

Class 9 Optional Sub-Classes

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
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9.10	423930	Recyclable Material Merchant Wholesalers (Junk)	\$40.00	\$1.35
9.20	522298	Pawnshops	\$40.00	\$1.35
9.30	4411	Automobile Dealers	\$40.00	\$1.30
9.30	4412	Other Motor Vehicle Dealers	\$40.00	\$1.30
9.41	454390	Other Direct Selling Establishments (Regular Peddlers)	\$50.00	\$2.00
9.42	454390	Other Direct Selling Establishments (Seasonal Peddlers)	\$15.00	\$1.25
9.50	713290	Bingo Halls	\$40.00	\$1.20
9.60	711190	Other Performing Arts Companies (Carnivals and Circuses)	\$40.00	\$1.25
9.70	722410	Drinking Places (Alcoholic Beverages)	\$40.00	\$1.25
9.91	454210	Vending Machine Operators	\$35.00	\$1.20
9.92	562212	Solid Waste Landfill	\$40.00	\$1.25
9.93	713990	All Other Amusement and Recreation Industries	\$40.00	\$1.25
9.94	722330	Mobile Food Services	\$40.00	\$3.00

SECTION II. (A) Section 16-7 of the Richland County Code of Ordinances is amended by deleting the existing language and inserting:

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

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

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

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

(2) Exemptions.

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

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

1. Teachers;
2. Ministers, pastors, preachers, rabbis and other leaders of commonly recognized religious faiths;

3. Telephone, telegraph, gas and electric and other utilities or providers regulated by the South Carolina Public Service Commission;

4. Insurance companies; and

5. An entity which is exempt from license tax under any state law other than South Carolina Code of Laws, § 4-9-30(12), or a subsidiary or affiliate of any such exempt entity.

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

(3) In lieu of the license required by Section 16-1, a participant in a single annual event of not more than ten consecutive calendar days in length may be issued a permit at the rate of \$10.53 on gross income on the first \$2,000.00 and \$1.26 on each additional \$1,000.00 of gross income or fraction thereof. This permit will be valid only for the time period specified thereon and can be obtained for no more than one event annually. Organizers of such events may pay for and obtain a business license on behalf on all its vendors at a rate of \$10 per vendor or on the previous year's income generated by the event based upon the rate above, whichever is greater.

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

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

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

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

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

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

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

(B) The amendments made in SECTION II take effect May 1, 2023. Prior to this date, the language as it appears

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

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

SECTION V. Effective Date. Except as otherwise provided, this ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2021.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

Operational Services - Approve Funding for the Modernization of (6) Elevators at 2020 & 2000 Hampton Street

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the use of Operational Services project bond funds to finance the modernization of (3) elevators at the Richland County Administration and three (3) elevators the Richland County Health Building.



Agenda Briefing

Prepared by:	David Bertolini	Title:	General Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	February 3, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 8, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approve funding for the modernization of (6) elevators at 2020 & 2000 Hampton Street		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the use of Operational Services project bond funds to finance the modernization of (3) elevators at the Richland County Administration and (3) elevators at the Richland County Health Building.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project have been identified and approved by County Council though the FY21 budget process. The funds are in budget GL-1344995000.530300/JL-13443170.530300 (Operational Services Capital Projects). \$2,950,000 in funding was to be utilized for the Administration/Health buildings HVAC project, but alternate funding has been provided through the ARP (American Rescue Plan). The Elevator Modernization Project would be funded out of the unencumbered remaining funds. The request would be \$870,000 plus \$120,000 in contingency for a total amount of \$990,000.

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

None.

REGULATORY COMPLIANCE:

As the present elevators continue to age, there is the possibility of an increase of possible notices of violation from the South Carolina LLR which could include fines and/or cease and desist orders.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Building and the Richland County Health Building, located at 2020 Hampton Street and 2000 Hampton Street respectively, were constructed in late 1990. The buildings design incorporated three elevators: two banked passenger elevators that are located in the main lobby and one freight elevator for each building. The six elevators have not been modernized with new controllers and equipment since 1990. Therefore, the elevator equipment in the buildings is original to the facility and has far exceeded its expected lifespan of 25 years.

Due to high annual service cost, high repair cost, and unavailability of replacement parts, staff determined the elevators needed to be reviewed for the best course of action to improve the reliability of the elevators and to reduce the monthly down time. During the review staff determined the hydraulic power units are beginning to fracture causing hydraulic fluid to leak. Staff also determined the hydraulic power unit needs to be replaced in all (6) elevators within the next (12) months to avoid equipment failure.

After fully evaluating the site, staff determined that a complete modernization of the elevators would be the best course of action.

The modernization, includes but is not limited to the following items:

- * Replacement of the control systems for each elevator (the computer that operates the elevator)
- * Replacement of the motor and machines (the motor & gears that physically move the elevator)
- * Replace the cab interiors & lights (up-fit the inside of the elevator cabs with new materials)
- * New call buttons at the hall stations & cab (new buttons inside and outside the elevator)
- * New elevator door panels (the door panels inside the elevator cab)
- * New door operators (the equipment that opens and closes the elevator doors)
- * Tie all required elevator equipment into required building systems (tie elevators to the fire, security access, & HVAC systems as required by code)

*Due to construction constraints or still in operational condition, the following items will not be replaced:

- * Elevator hall door frame (is within the concrete/block walls- but are in good condition)
- * Elevator door panels hall side (is tied into the door frame- are in good condition)
- * Elevator rails (the beams that the elevator rides on- are in the elevator shaft and too large to install- and are in good condition)
- * Elevator cab frame (The structural box of the elevator cab-this item is in good condition and does not need to be replaced)

Once the modernizations are completed, the elevators will comply with the most current safety codes.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Total cost for replacement of the (6) hydraulic power units is approximately \$142,800

The yearly service agreement for the (6) elevators has increase \$3,248 per year since 2018

Repair costs have increased an average of \$7,237 per year since 2018

Yearly service calls have increased from 10 calls in 2018 to 43 calls in 2021

ATTACHMENTS:

1. Click or tap here to enter text.

Richland County Council Request for Action

Subject:

Operational Services - Approval to Award Contract for (2) Fire Station Roofs

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the award for Request for Bid #RC-479-B-2022 – Fire Station Roof Repair Project to Frizzell Construction Co. Inc. dba as Summit BSR Roofing.



Agenda Briefing

Prepared by:	David Bertolini	Title:	General Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	December 29, 2021	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 27, 2022
Budget Review	Abhijit Deshpande via email	Date:	January 31, 2022
Finance Review	Stacey Hamm via email	Date:	January 31, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approval to award contract for (2) Fire Station roofs		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the award for Request for Bid #RC-479-B-2022 - Fire Station Roof Repair Project to Frizzell Construction Co. Inc. dba of Summit BSR Roofing

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff requests approval of \$130,039.45 plus contingency of \$9,960.55 for a total of \$140,000 for the project. Funding is available in the FY22 Operational Services Facilities & Grounds - Fire budget line, no additional funding is required. Requisition R2200761 has been entered to encumber the funds.

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

None.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The fire stations' roofs have become deteriorated, ineffective, time consuming, beyond repair and cost prohibitive. Operational Services requested a solicitation be advertised for the removal of the existing roofing systems and installation of new KEE-EPI roofing systems for the following two locations:

1. Killian Fire Station (Station #27), 9651 Farrow Road
2. Congaree Run Fire Station (Station #29), 115 Old Congaree Run Road

Procurement issued Solicitation RC-479-B-2022, "Fire Station Roof Repair Project," on October 26, 2021. The solicitation was publicly advertised. There were three responses to the Request for Bid from:

- Frizzell Construction Co. Inc. dba Summit BSR Roofing
- Land Roofing Co.
- CMS Roofing

Land Roofing Co. of Sumter was the apparent low bidder. After reviewing the submittal, the company was found to be non-responsive. Frizzell Construction Co. dba Summit BSR Roofing was the lowest, responsive, responsible bidder.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Bid Tabulation

RC-479-B-2022 Fire Station Roof Repairs
Due: November 23, 2021 @ 2:00PM EST

CMS Roofing	Frizzell Const Co DBA...	Land Roofing Co*
\$ 179,600.00	\$ 130,039.45	\$ 129,900.00

* After review this bid was found to be non-responsive.

Richland County Council Request for Action

Subject:

Utilities - Hopkins Utilities Office – Sewer Connection

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the Change Order Proposal to Division 3 – TCO Construction to connect the existing Hopkins Utilities Office to the new Southeast Sewer System at 1629 Clarkson Road.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Click or tap here to enter text.
Date Prepared:	November 30, 2021	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 20, 2022
Budget Review	Abhijit Deshpande via email	Date:	January 25, 2022
Finance Review	Stacey Hamm via email	Date:	January 20, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Sewer Ad Hoc		
Subject:	Hopkins Utilities Office – Sewer Connection		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of Change Order Proposal to Division 3 - TCO Construction to connect the existing Hopkins Utilities Office to the new Southeast Sewer System at 1629 Clarkson Road.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Southeast Sewer and Water Expansion Project (SESWEPE) has the funds for this work. The estimated fee for the change order is \$52,337.53 which includes a 5% contingency (\$2492.26).

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

None.

REGULATORY COMPLIANCE:

Currently, there is a porta-potty at the Hopkins Utilities Office, which is not sufficient for permanently located staff at this location. Therefore, the contractor will install a grinder pump station and 1450 feet of forcemain to connect the facility to the SESWEPE.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

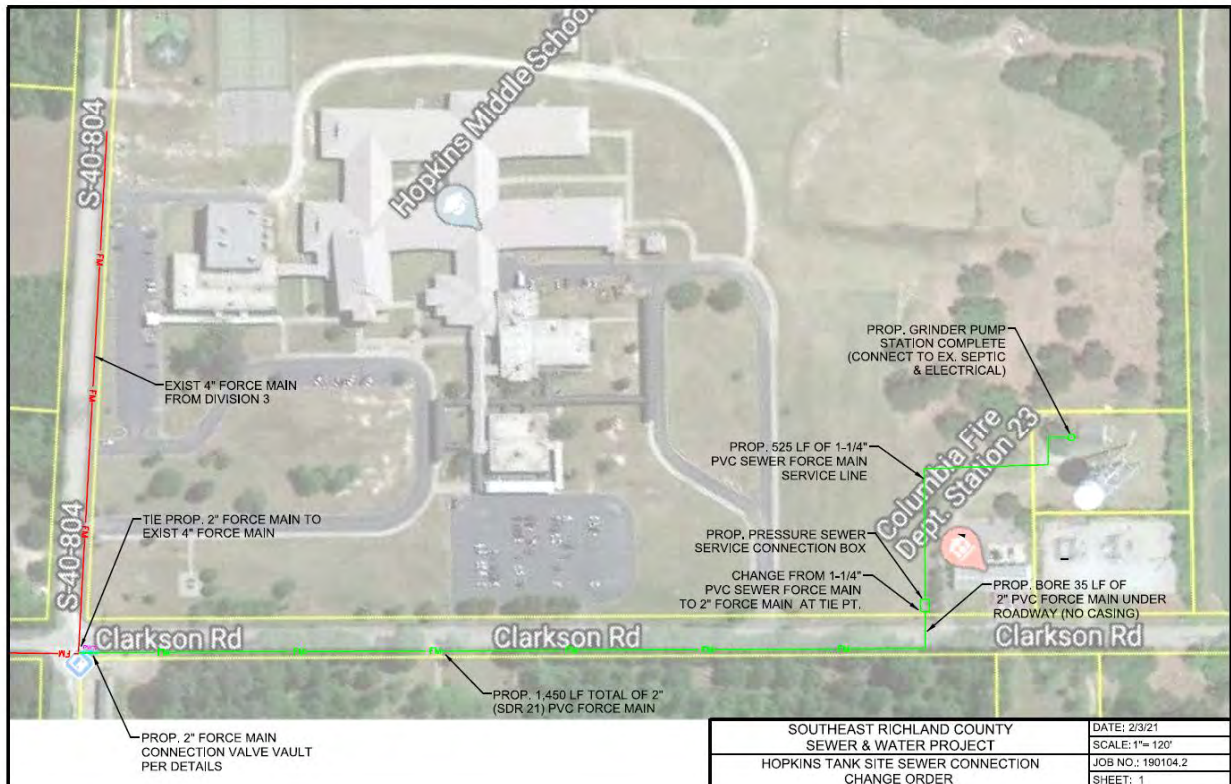
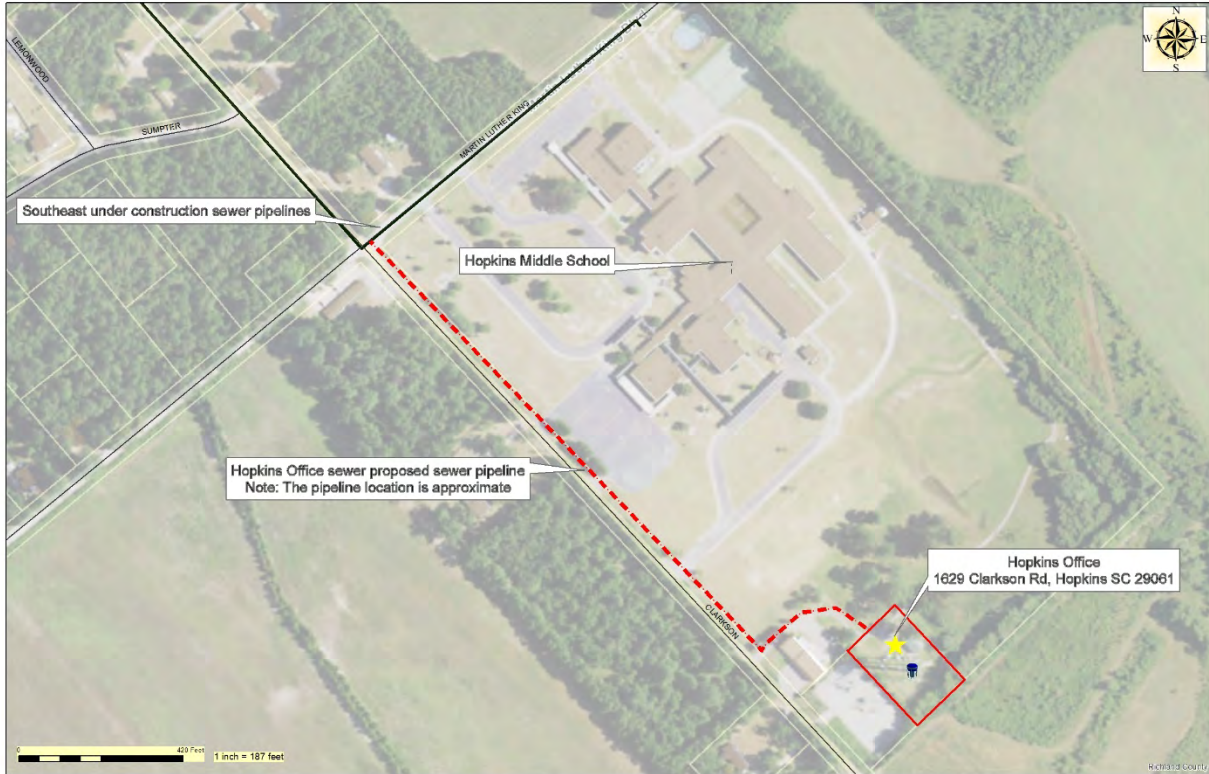
The facilities team tried to help us place a septic tank and drain field in 2017. The project was stopped after it was determined that the ground is not good for the drain field septic system. A porta-John was placed to help the one staff member at a time for the water system. The Fire Department is already having an issue with the drain field. This was the same reason the Magistrate office changed to connect to the SE Project lines in 2020. Once the Transfer area was taken over in 2020, the Maintenance staff quickly determined that one hour drive is too long to respond to the customer tickets and we need to have a full-functioning office facility for maintenance and operations staff working in the Lower Richland. This fully-staffed office facility with computer access and warehouse supply storage to help respond to customer emergencies, trouble tickets, and maintenance of the fifteen lift stations and two water systems.

ADDITIONAL COMMENTS FOR CONSIDERATION:

RCU worked with Procurement and contractor on a change order to construct the proposed connection to the SESWEP. A quote for this work was received and evaluated by Joel E. Wood & Associates, the consultant for the project. The quote is attached below. The recommendation is to award a change order to TCO for the price of \$52,337.53 to cover the construction; see attachment. This cost contains a 5% contingency to cover any changes that may occur during the construction of the project.

ATTACHMENTS:

1. Map of the area
2. Changer Order Proposal





JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

HOPKINS TANK SITE SEWER CHANGE ORDER					
REVISED 11/23/2021					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION**	1	LS	\$4,275.00	\$4,275.00
2	CONSTRUCTION STAKING	1	LS	\$1,140.00	\$1,140.00
3	SEDIMENT & EROSION CONTROL	1	LS	\$1,140.00	\$1,140.00
4	TRAFFIC CONTROL	1	LS	\$3,990.00	\$3,990.00
5	GRASSING: SEEDING, FERTILIZER, & MULCH	1	AC	\$2,150.04	\$2,150.04
6	SEWER GRINDER PUMP STATION COMPLETE (INCLUDES CONNECTION TO EX. SEPTIC & ELECTRICAL)	1	EA	\$12,608.40	\$12,608.40
7	PRESSURE SEWER SERVICE CONNECTION BOX	1	EA	\$2,853.88	\$2,853.88
8	2" PVC (SDR 21) SEWER FORCE MAIN COMPLETE	1,450	LF	\$7.98	\$11,571.00
9	BORE 2" PVC FORCE MAIN UNDER ROADWAY (NO CASING)	35	LF	\$31.95	\$1,118.25
10	1-1/4" PVC SEWER FORCE MAIN SERVICE	525	LF	\$6.00	\$3,150.00
11	TIE 2" FORCEMAIN TO EXIST 4" FORCE MAIN W/ TAPPING SLEEVE, VALVE & REDUCER	1	EA	\$5,266.80	\$5,266.80
12	REMOVE & REPLACE GRAVEL DRIVES	5	SY	\$35.67	\$178.35
13	REMOVE & REPLACE ASPHALT DRIVES	5	SY	\$80.71	\$403.55
CONSTRUCTION COST =					\$49,845.27
CONSTRUCTION CONTINGENCY (5%)=					\$2,492.26
TOTAL CONSTRUCTION COST =					\$52,337.53

** Note: When Change Order #12 that was submitted on October 19, 2021 is approved, TCO has agreed to deduct the mobilization amount of \$4,275.00 for this change order.

CONTRACT CHANGE ORDER

Project: SE Richland County Sewer + Water System Expansion - Div. 3
Date: 11/30/2021 **SRF No.:** 574-20
Contractor: TCO Construction **Owner:** Richland County Government
Contract No.: CN200032 **Change Order No.:** 14

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

Hopkins Tank Site Sewer change order - revised November 18, 2021. When CO Proposal #12 is approved, TCO will deduct the mobilization amount of \$4,275.00 from this change order total.

Please attach cost documentation with associated changes (show increase and decrease in contract price).

Original Contract Price:	\$ 5,822,022.04
Change in Contract Price due to this Change Order:.....	\$ -49,845.27
Total Decrease of this Change Order:.....	\$ -
Total Increase of this Change Order:.....	\$ 49,845.27
Net (increase)(decrease) in Contract Price:.....	\$ -49,845.27

1. Is proposed change an alternate bid? yes no
2. Will proposed change alter the physical size of the project?
If yes, explain. yes no
3. Effect of this change on other prime contractors:
4. Has consent of surety been obtained? yes n/a
5. Will this change affect expiration or extent of insurance coverage?
If yes, will the policies be extended? yes no
 yes no

The sum of \$ 49,845.27, is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ 6,079,439.36.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: yes/no \$/days _____

Total \$ _____.

Recommended by _____
 Accepted by *[Signature]* Date 11-30-21
Engineer
 Approved by _____
Contractor
Owner Date _____

Richland County Council Request for Action

Subject:

Department of Public Works – Solid Waste & Recycling Division - Approval of Class 2 Solid Waste Disposal Contract Amendment

Notes:

February 22, 2022 – The A&F Committee recommended Council approve the Contract Amendment between Waste Management of South Carolina and Richland County for disposal of Class 2 solid waste.



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling (SWR)
Date Prepared:	February 2, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 3, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 2, 2022
Finance Review	Stacey Hamm via email	Date:	February 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approval of Class 2 Solid Waste Disposal Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

Department of Public Works Staff recommend the approval of the attached Contract Amendment between Waste Management of South Carolina and Richland County for disposal of Class 2 solid waste.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Richland County Solid Waste & Recycling General Manager has negotiated a Contract Amendment with Waste Management of South Carolina to provide disposal of Class 2 solid waste at the Waste Management Landfill (Pine Hill / TNT Sands) located at 1047 Highway Church Road, Elgin, South Carolina. The negotiated cost is \$8.51 per ton. The cost increase of \$0.56 per ton equates to an annual increase of \$14,159. This estimate is based on the calendar year 2021 solid waste disposal total volume. The increase is reflective of a 7.0% CPI. Each renewable period will be subject to negotiation.

The Calendar Year 2021 (CY-21) cost was \$201,009. Using the new unit price, this amount will increase to \$215,168.

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

None.

REGULATORY COMPLIANCE:

Disposal of Municipal Solid Waste will be in accordance with the Solid Waste Policy and Management Act of South Carolina.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

This negotiation was initiated to address an expiring contract and provide for uninterrupted Class 2 solid waste disposal. The Solid Waste & Recycling Staff negotiated this amendment with representatives from Waste Management of South Carolina, and it provides for a favorable disposal rate for Richland County. The County is currently under contract with this provider for this service. The current contract, negotiated in 2017, expires on June 30, 2022. Solid Waste & Recycling Staff recommend its approval based on the favorable rate and the convenient, in-County location of the landfill facility.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Class 2 solid waste is generated in Richland County at The Lower Richland Drop-Off Center and bulk item collections from the curbside collection program. Total annual weight for CY-21 disposed at this landfill was 25,284 tons, although the total annual weight varies year-to-year.

ATTACHMENTS:

1. Current Class 2 solid waste disposal contract
2. Proposed Contract Amendment

CLASS TWO WASTE DISPOSAL SERVICES AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 1st day of July, 2017, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Management, whose address is 1047 Highway Church Road, Elgin, South Carolina, 29045, hereinafter referred to as "Contractor". This Contract will become effective on July 1, 2017 and shall end December 31, 2017 unless otherwise agreed in writing. This Contract shall supersede any other contracts or extensions thereof for Class Two Waste Disposal Services.

WITNESSETH

WHEREAS, the County desires to continue to engage Contractor to provide Class Two Waste Disposal Services to the County; and

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for Class Two Waste Disposal Services, and based upon Contractor's representations, the County will retain Contractor to perform the work described herein;

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

1. SERVICES/WORK

The County is seeking a qualified landfill operator who has a landfill permitted by the SCDHEC to dispose of Class Two waste. The landfill operator shall accept whatever amount of waste is generated by the county through its curbside collection of yard waste and bulk items, storm debris, open dumping clean up, county managed construction and demolition waste or any other Class Two waste generated by the county.

2. DEFINITIONS

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

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by

Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this specific Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Management, Inc."

E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.

H. "Richland County Government", South Carolina hereinafter will be referred to as "County".

I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.

J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

3. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to Class Two Waste Disposal as provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

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

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

4. ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

5. AFFIRMATIVE ACTION

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

6 AMENDMENTS

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

7. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

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

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

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

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

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

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

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

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

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

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

8. ASSIGNMENT OF AGREEMENT AND CONTRACT

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

9. AUDIT AND RECORDS

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

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

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

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

1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

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

10. CONTRACT ADMINISTRATION

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

11. COVENANTS AGAINST CONTINGENT FEES

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

12. DRUG FREE WORKPLACE ACT

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

14. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but

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

15. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

16. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

17. IMPROPER INFLUENCE

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

18. INDEMNIFICATION

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

19. INSURANCE

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

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

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

A. Commercial General Liability Insurance

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

The policy shall also include:

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

B. Business Auto Coverage:

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

- 1) contractual liability;
- 2) a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
- 3) a provision that the policy is primary to all other insurance or self-insurance.

4) endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

C. Umbrella Liability Insurance

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

D. Workers Compensation and Employers Liability Insurance:

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

E. Contractor shall provide a performance bond for 25% of the contract amount.

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

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

G. Certificates of Insurance

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

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

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

20. LICENSES, PERMITS AND CERTIFICATES

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

21. NON-APPROPRIATIONS

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

22. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

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

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

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

Contractor: Waste Management, 1047 Highway Church Road, Elgin, SC 29045

23. OTHER WORK

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

24. OWNERSHIP

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

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed five (5) years or sixty-(60) months, commencing on July 1, 2017 and concluding on December 31, 2017, and renewable for up to four (4) one year terms, unless the Contract is terminated sooner by its own terms or extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

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

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

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

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

27. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

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

29. QUALIFICATIONS;

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

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

stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #5A and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General standards

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

- 1) Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- 2) Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- 3) Contractor must produce the required services in a timely manner;
- 4) The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The contractor must:

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

C. Contractors Responsibility

Contractor must ensure the following:

- 1) Resources. The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.

- 2) Satisfactory performance. Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in Class Two Waste Disposal services.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY -COUNTY'S RULES:

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

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

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

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

32. SEVERABILITY:

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

33. SOUTH CAROLINA LAW CLAUSE:

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

34. STATEMENT OF COMPLIANCES AND ASSURANCES

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

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

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

35. SUBCONTRACTS:

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

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

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

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

36. TAXPAYER IDENTIFICATION

A. Definitions

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

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

B. All Contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment

reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

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

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

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

F. Common parent.

Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.

- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

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

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within ten (10) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

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

38. SALE OF CONTRACT

This Contract shall not be sold or transferred to another party without the expressed written consent of the County . Furthermore, the Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale during the term on this contract. Failure to provide such written notice may result in termination of contract.

39. CONTRACT DOCUMENTS

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

- A. This Contract
- B. Solicitation, Scope of Services and Requirements ((Not attached but incorporated herein by reference thereto.)
- C. Contractor's Response to Request for Bid: No.RC-005-B-2017 (Not attached but incorporated herein by reference thereto.)
- D. Notice to Proceed (Not attached but incorporated herein by reference thereto.)

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

No Contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective July 1, 2017.

WASTE MANAGEMENT

Print/Type Name of Agent: Mindy Spires-Miller
Title of Agent: Public Sector / Community Relations Manager
Authorized Signature: Mindy Spires-Miller Date: 7/12/2017
Print/Type Name of Attestor: Joya Thomson
Signature of Attestor: [Signature] Date: 7-12-17

SEAL

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: Gerald Seals
Title of Agent: County Administrator
Authorized Signature: [Signature] Date: 7/11/17
Print/Type Name of Attestor: Ashiya Myers
Signature of Attestor: [Signature] Date: 11 July 2017

SEAL

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

STATE OF SOUTH CAROLINA)
) AMENDMENT # 1 TO THE CLASS 2
 COUNTY OF RICHLAND) DISPOSAL AGREEMENT AND CONTRACT

THIS AMENDMENT TO THE CLASS 2 DISPOSAL AGREEMENT AND CONTRACT is made this ____ day of _____, 2022, by and between Waste Management of South Carolina, Inc. (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Class 2 Disposal Agreement and Contract, dated July 1, 2017 (the Agreement), the Assignment of Class 2 Disposal Agreement and Contract, to render Class 2 solid waste disposal and all matters appertaining thereto as set forth and described in the Agreement; and

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

WHEREAS, the term of the agreement hereby commences on July 1, 2022 and expires on June 30, 2023, but allows for four (4) additional renewal periods for a maximum extension to June 30, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

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

Exhibit "A" Scope of Services and Requirements – Class 2 Disposal:

Scope of Service for Disposal of Class Two Waste

The landfill operator shall meet the following requirements:

- A. The landfill operator shall demonstrate to the satisfaction of the county that the proposed landfill has all permits, registrations, approvals and licenses required by all federal, state and local government regulatory bodies. A copy of the operator’s current Richland County business license or proof of an exemption from having such license shall be submitted separately. A notarized statement to such fact may be sufficient where such documents are referenced and will be made available if requested by the county. Failure to maintain such permits, registrations, approvals and licenses to the satisfaction of the appropriate local governments and regulators may be deemed a breach of contract.
- B. The landfill operator agrees to take wastes consistent with Appendix I of South Carolina Code of Regulations 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The operator shall list any proposed variances from the published Appendix I (attached). Such variance shall be demonstrated to be a special condition in the SCDHEC issued operating permit for the landfill. Failure to accept all Appendix I waste streams may be deemed to be non-responsive.

- C. Due to route efficiency and fuel cost, the landfill must be located within a distance to Richland County collection routes and Lower Richland Drop-Off Center that does not cause undue financial hardship for county contract haulers and the county.
1. A listing and explanation of the instances in which a disposal permit or disposal contract held by a responsible party or any company associated with a responsible party was revoked by final judgment in a state or federal court, whether under appeal or not, within five years of the date of submission of the response packet, and
 2. A listing and explanation of all adjudications of a responsible party for having been in contempt of any valid court order enforcing any federal environmental law or any state environmental law relating to management of solid waste within five years of the date of submission of this response packet.
 3. The landfill operator shall submit proof of financial capability to manage the contract with associated costs. Sufficient cash reserves must be demonstrated to the satisfaction of the county.
- D. Submit a Disaster Support Plan for providing Class Two waste disposal services in the event of a natural disaster and / or periods of emergency as declared by Richland County and the State of South Carolina.
- E. Hours of operation*. The landfill operator hereby agrees to ensure that the proposed landfill is open for receipt of county Class Two wastes from county authorized haulers Monday through Friday every week of the year from 7:00 a.m. until 5:00 p.m. and Saturdays from 7:00 a.m. until 1:00 p.m. with the exception of the following holidays. The landfill operator shall certify that a landfill attendant will be on duty any time the landfill gates are open to the county.

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

*Special exceptions may be granted when the county is not providing collection services.

- F. The landfill operator shall:
1. Provide telephone access of the landfill operator for county solid waste staff 24 hours per day seven days per week.
 2. Be fully responsible for the work and conduct of their employees.
 3. Track every load of Class Two waste brought to the landfill by hauler, generation source (Service Area, Lower Richland Drop-Off Center or others as dictated by the county), date and weight in

tons. Invoices shall be submitted monthly and the invoice(s) shall reference each of the items noted above for each load received.

4. Ensure that turnaround times for county authorized haulers are no more than twenty-five (25) minutes unless authorized otherwise in writing by the county. A wet weather tipping area shall be maintained as well as roads of all-weather construction capable of withstanding anticipated loads limits anywhere the county haulers are required to drive while on the landfill property.
5. Address complaints to the satisfaction of the county within 24 hours of notification of such complaints. Documentation shall be maintained by the landfill operator to include names, addresses, dates, nature of complaints and final resolutions. Such records shall be made available to the county upon request within three (3) business days of the request.
6. Ensure that the landfill is operated in a manner deemed appropriate by SCDHEC. Should SCDHEC take an enforcement action against the landfill operator for failing to meet minimum operational conditions, the county may deem such to be a breach of contract.
7. Provide immediate access to county solid waste staff to evaluate the landfill's operation at any time during contracted operating hours.
8. Provide copies of any records relating to services associated with the contract within three (3) business days of receiving a written request for such records.
9. Demonstrate that adequate safety measures have been established for the landfill's operation. Any safety violations cited by OSHA, SCDHEC or other regulatory body relating to safety shall be reported to the county within seven (7) calendar days of discovery by the landfill operator. The county may deem the failure to report such as well as the violation itself to be a breach of contract.
10. Document and report any complaints about authorized haulers delivering county waste to the proposed landfill.
11. Demonstrate that the scales used to weigh in and out are in compliance with the standards imposed by the South Carolina Department of Agriculture (SCDA). Records shall be maintained on-site and made available to county staff on demand.
12. Document the weight of each load of county Class Two waste delivered to the landfill with a weight ticket (based on the accuracy approved by the SCDA) where a copy is given to the hauler at the time of the delivery and a copy maintained for proof of invoice amounts. Such documentation shall be provided to the county with any invoice submitted to the County.
13. At its own expense, be responsible of all permits, registrations, licenses, insurance or other items required for compliance with federal, state or local laws.
14. Provide all equipment, labor, supervision and administration to fully execute the Class Two waste disposal contract.
15. Be responsible for any damages to county contract hauler vehicles where the damages result from conditions on the disposal facility.
16. By the 10th of each month, submit a monthly county hauler tonnage report on a form approved by the county.
17. Submit invoices by categories determined by the county along with the monthly tonnage report unless approved otherwise in writing by the county. Contract haulers shall not be charged for disposal of Class Two waste delivered on behalf of the county. No other disposal is authorized

under this contract unless both parties agree in writing. Note: Richland County residents shall not be provided free disposal under this contract unless approved otherwise in writing by the county.

The county shall provide a list of contract haulers and trucks authorized to deliver Class Two waste under this contract. Disposal provided inconsistent with the list shall be at the sole expense of the landfill operator.

**SCHEDULE
MUST BE COMPLETED BY VENDOR OR
CONTRACTOR**

(a)	Supplies/Goods/Services/Vehicles	Unit of Issue	Unit Price
(b)	Class 2 Waste Disposal	Per/ton	\$8.52

Price/Cost schedule is for a non-exclusive contract

The Offeror shall furnish items and services identified under description in accordance with Special Conditions/Provisions, specifications, scope of work, services and requirements and all other terms and conditions as set forth elsewhere herein. The Offeror also understands by executing and dating this document proposed prices/costs shall hold firm for a period of not less than 365 calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this	day of
my commission expires:	Title:
<i>(Must be notarized by a Notary Public)</i>	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective July 1, 2017.

WASTE MANAGEMENT

Print/Type Name of Agent: _____

Title of Agent: _____

Authorized Signature: _____ Date: _____

Print/Type Name of Attestor: _____

Signature of Attestor: _____ Date: _____

SEAL

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: _____

Title of Agent: _____

Authorized Signature: _____ Date: _____

Print/Type Name of Attestor: _____

Signature of Attestor: _____ Date: _____

SEAL

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; to rename the Chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County

Notes:

First Reading: February 8, 2022
Second Reading: February 15, 2022
Third Reading: March 1, 2022 {Tentative}
Public Hearing: March 1, 2022

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; TO RENAME THE CHAPTER AND REPLACE THE LANGUAGE THEREIN TO MORE CLEARLY REFLECT THE OPERATIONS AND ADMINISTRATION OF SOLID WASTE, RECYCLING, AND PUBLIC SANITATION WITHIN THE COUNTY.

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 12, Garbage, Trash and Refuse; is renamed Solid Waste, Recycling, and Public Sanitation; and the language therein amended by its deletion and the insertion new language to read as follows:

ARTICLE I. ADMINISTRATION

Sec. 12-1. In General.

Richland County shall manage the solid waste stream on behalf of its citizens in order to preserve and protect public health and welfare and to promote a suitable quality of life for residents and visitors. It shall perform these missions with appropriate staff, equipment, programs, and facilities and in accordance with applicable Federal and State Laws and Regulations. The task of solid waste management shall be discharged by the Director of Public Works.

Sec. 12-2. Definitions.

Any definitions contained herein shall apply unless specifically stated otherwise. In addition to the definitions contained in this chapter, the articles of this chapter shall adopt by reference the definition of terms (to the extent they are not inconsistent with definitions specifically contained herein) defined in the South Carolina Solid Waste Policy and Management Act of 1991, South Carolina Code Section 44-96-10, *et seq.* and in any regulations promulgated pursuant thereto. Any term not specifically defined will be construed pursuant to its plain and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

Agricultural operation: Raising, harvesting, or storing crops or feed, breeding or managing livestock, including the preparation of the products raised thereon for human use and disposed of by marketing or other means. It includes, but is not limited to, agriculture, grazing, horticulture, forestry, and dairy farming.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single parcel that contains a total of six (6) or more dwelling units regardless of ownership of the dwelling units.

Bulk Waste (“Bulk Items”): Large appliances, air conditioners, furniture, mattresses, box springs, yard furniture, large toys, grills, push mowers, bicycles, and playground equipment. The following items are not considered bulk waste: Gym / exercise equipment, pianos, organs, pool tables, electronics, riding mowers, automotive equipment, fencing, decks, swimming pools (any size except small form plastic pools), animal shelters, demolition debris, building debris and any other item of such weight that two adults cannot easily lift.

Bulk Waste Container (a.k.a. – “Roll Off container”): A manufactured container suitable for emptying by mechanical equipment.

Class Three Waste: Non-hazardous commercial and industrial wastes that are permitted by SCDHEC to be disposed of in a Class Three landfill. See also: Municipal Solid Waste (MSW) and Garbage.

Class Two Waste: The waste streams listed in Appendix I, Acceptable Waste For Class Two Landfills, of SC Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The list will be posted at each County disposal facility. See also: Construction and Demolition (C&D) Waste.

Code: The Richland County, South Carolina Code of Ordinances.

Collection Area: A quasi-official subdivided area of the County for the purpose of solid waste management program administration.

Commercial Establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature. See also: Apartment.

Commercial Waste: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Construction and Demolition (C&D) debris: Any discarded solid wastes resulting from construction, remodeling, repair, and demolition of structures, and road construction. The wastes include, but are not limited to, bricks, concrete, other masonry materials, lumber, road spoils, and paving materials, but do not include solid waste from agricultural operations or Garbage.

Contaminant / Contamination: Generally applied in the context of recycling. Items, to include plastic bags, garbage, or items not approved for the County’s Recycling Program, intermingled with items intended for pickup. The presence of this contamination may preclude pickup, causing an

interruption of efficient collection operations. See also: “Non-compliant Pile / Roll Cart”, “Mixed Pile”, and “Mixed Waste.”

County: Richland County, South Carolina.

County Administrator: The Richland County Administrator.

County Council: The governing body of Richland County, South Carolina.

Curbside: The area within the right-of-way or easement immediately adjacent to a public road, highway, street, etc. For purposes of this ordinance chapter, curbside will be considered as the area within six (6) feet of the edge of the public road, highway, street, etc., unless deemed otherwise by the Director. Curbside shall not extend past the road right-of-way or easement except in those cases where the road right-of-way or easement ends at the edge of the traveled way of the road.

Curbside Collector: (a.k.a. – Collections Contractor) The person that has entered into a contract with the County to provide specified solid waste curbside collection services. The solid wastes eligible for curbside service from dwelling units and small businesses are: garbage, household waste, yard waste, recyclables, bulk items, and white goods as defined herein.

Debris: Includes, but is not limited to, miscellaneous equipment, yard toys, furniture, packaging items, shipping containers, waste tires, construction and demolition (C&D) waste, bricks, blocks, concrete, asphalt, metals, lumber, trees, tree limbs, tree stumps, brush or parts thereof, or stumps, and/or building materials or solid waste of any description that are deemed by the Director or designee to be a nuisance, potentially deleterious to public health, public sanitation and/or public safety.

Department: The Richland County Department of Public Works.

DHEC: The South Carolina Department of Health and Environmental Control.

Director: The Richland County Director of Public Works.

Disposal: The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, whether intentional or unintentional, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Disposal Facility: All contiguous land, structures, other appurtenances and improvements on the land used for treating, storing, or disposing of solid waste pursuant to a solid waste disposal permit issued by DHEC. A facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Domicile: A residential dwelling to include single and multi-family configurations.

Dumpster: A type of movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot. The word is a generic trademark of Dumpster, an American brand name for a specific design.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking, and eating and from which the County would collect solid waste; excludes commercial, industrial and manufacturing establishments.

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

Hazardous waste: Those wastes that are defined as hazardous in Section 44-56-20 of the South Carolina Hazardous Waste Management Act.

Household: One or more people who occupy a dwelling unit as their usual place of residence.

Household Hazardous Waste: Any commonly used household hazardous material that is not regulated as hazardous waste when disposed of. This includes, but is not limited to, insecticides, pesticides, petroleum-based paints, lubricants, fertilizers, cleaning agents and polishing compounds. For purposes of this definition, household hazardous waste does not include gasoline or motor oil.

Household Quantities: Quantities of solid waste reasonably generated in the course of typical daily domestic activities from a dwelling unit. Household quantities typically would fit into the assigned roll cart.

Illegal Dump: A solid waste or debris pile of any size that was placed in an unauthorized location for an unauthorized purpose.

Illegal Pile: A non-compliant pile of solid waste that has not been made compliant for collection over a 15-day period of time and is, therefore, in violation of this ordinance and subject to enforcement action.

Industrial waste: Solid waste generated from industrial or manufacturing processes including, but not limited to, factories and treatment plants.

Intergovernmental Agreement (IGA): An agreement for services between the County and another governmental entity (often contained herein) whether Federal, State, or local and any department, division, unit or subdivision thereof.

Legal residence: A residential dwelling unit that is occupied by the owner of the dwelling unit, thus designated their legal residence by the county Tax Assessor. Owners may designate only one legal residence in the state.

Litter: Waste products that have been discarded, intentionally or unintentionally, without consent, at an unsuitable location. Includes items blown or thrown from a vehicle or property.

Materials Recovery Facility (MRF): A specialized facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Mixed Pile: A solid waste pile, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which intermingles incompatible waste types and, therefore, cannot be efficiently collected for transportation and disposal. See also “Non-compliant Pile.”

Mixed Waste: The intermingling of incompatible waste types (such as yard waste and garbage).

Municipal Solid Waste (MSW): Everyday items that are used and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. See also “Garbage.”

Municipal Solid Waste Management (MSWM): A broad term that describes various policies, procedures, programs, and services that are directly or indirectly related to the safe and efficient management of the Solid Waste Stream on behalf of a Community.

Non-compliant Pile / Roll Cart: A solid waste pile or Roll Cart, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which does not comply with applicable standards contained herein.

Recovered Material: Those solid wastes which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream.

Recyclable Material (Recyclables): Those wastes which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. For purposes of this ordinance chapter, only those recyclables specifically listed by the county will be collected for recycling.

Residential / Small Business Curbside Collection Program: An MSWM Program, administered by the County, by which various types of solid waste (garbage, yard waste, recycling, bulk items, and white goods) are picked up by Curbside Collection contractors from single family residences and some small businesses for transportation to an appropriate disposal facility.

Residential Property: Property which contains residential dwelling units other than those defined in this section as apartments.

Roll Cart: A container, mounted on wheels, which is issued to citizens by the County for the storage of garbage or recyclables between pick up by Collection Contractors.

Roll Cart Fee: An individual fee charged for the delivery of a roll cart (garbage or recycling) for a new, or newly re-activated, service in the Residential / Small Business Curbside Collection Program. The fee is for the delivery, handling, and management of the Roll Cart; not for its purchase.

Sanitary landfill: The method of disposing of solid waste in an SCDHEC Permitted Disposal Facility by the placement of an earth cover thereon which meets the regulations promulgated by that Agency.

Scavenging: Rummaging through, taking or gathering items from County owned or privately owned solid waste management facilities or solid waste containers, including, but not limited to, bags, roll carts, bins, or roll-offs, or dumpsters of solid waste (which also includes recyclables).

Small Business: Any business entity registered with the South Carolina Secretary of State that produces no more garbage and household type waste during any county-defined solid waste collection cycle than will fill two (2) 90-gallon roll carts and has only one location inside the County. A small business becomes an “eligible small business” when a request for curbside collection service has been made and the initial Solid Waste Service Initiation Fee and Roll Cart Fee have both been paid.

Solid Waste: Garbage, household waste, debris, commercial waste, industrial waste, yard waste, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Solid Waste Service Fee (a.k.a. – Residential / Small Business Curbside Collection Program Fee): The annual charge established by County Council for all single family households and eligible small businesses to fund the Residential / Small Business Curbside Collection Program in the Unincorporated Area of the County.

Solid Waste Service Initiation Fee: The initial curbside collection service fee established by County Council for new households or small businesses or to re-establish service for existing single family households and small businesses where service was discontinued and Roll Carts have been removed in the Unincorporated Area of the County. Computed on a *per diem, pro rata* basis and payable before service is commenced.

Solid Waste Stream: The entire life cycle flow of the garbage produced – from putting out the garbage and recycling for pickup to landfilling, energy production, and the reuse of recycled materials.

Special Waste: Items of solid waste permitted in the solid waste stream for disposal, but not collected as part of the Residential / Small Business Curbside Collection Program such as carpet or C&D Debris.

Vehicle: Any device capable of being moved upon a public highway or road and in, upon or by which any person or property is or may be transported or drawn upon a public highway or road.

White Goods: Large appliances, usually electrical or natural gas powered, that are used domestically such as refrigerators and washing machines (often white in color).

Yard waste: Any and all accumulations of grass, leaves, pine straw, small trees, branches, limbs, brush, shrubs, vines and other similar items generated by the typical maintenance of lawns, shrubs, gardens, and trees from residential properties or eligible small business properties. Includes branches, sticks, and limbs less than four (4) inches in diameter and less than four (4) feet in length.

Sec. 12-3. Enforcement.

- (a) Appointed Solid Waste & Recycling Code Enforcement Officers (hereinafter “Refuse Control Officers”) shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.
- (b) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.
- (c) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.
- (d) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This

includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming / removal, and transporting of any solid waste in Richland County.

- (e) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.

Sec. 12-4. Penalties.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation constitutes a separate and distinct offense, unless otherwise specified.

Sec. 12-5. Applicability.

Provisions of this Ordinance shall apply to all Unincorporated areas within the County as well as Municipalities that subscribe to County Solid Waste Management Programs through Intergovernmental Agreement (IGA).

Sec. 12-6. Reserved for Future Use.

Sec. 12-7. Reserved for Future Use.

ARTICLE II. FINANCE

Sec. 12-8. In General.

Richland County shall assess such taxes and fees necessary to manage, administer, and enforce in an equitable and effective manner, a Municipal Solid Waste Management (MSWM) Program as described herein.

Sec. 12-9. Solid Waste Fund.

Richland County shall maintain a Solid Waste Fund for the purpose of paying for a Municipal Solid Waste Management (MSWM) Program, and associated support activities. The Fund shall be maintained through the collection of various fees, taxes, and other revenues such as grants. A fund balance equal to half of the average annual operating costs of the Solid Waste & Recycling Division over the past three-year period shall be the financial goal. Bond revenue for solid waste related

capital projects shall be otherwise accounted for and not considered as part of the Solid Waste Fund. Current and future Host County Fee payments for the siting of solid waste facilities within the County shall be directed to the Solid Waste Fund.

Sec. 12-10. Millage.

Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- i. Countywide-generated residential Municipal Solid Waste (MSW) disposal in a Class Three Landfill
- ii. Administration of a Countywide Solid Waste Management Program
- iii. Countywide-generated residential disposal of C&D Debris and Yardwaste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal / pruning / trimming)
- iv. Operation of County Drop-Off and Recycling Centers
- v. Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

A schedule of solid waste related fees charged by Richland County is contained in Attachment ‘A’ to this Chapter. These fees shall be reviewed and established on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of:

- i. The Residential / Small Business Curbside Collection Program
- ii. Disposal of C&D Debris and Yardwaste in a County Operated Landfill (generated by non- residential customers – businesses and governmental entities)
- iii. Processing of other specialized recycling material such as Electronic Waste, Tires, or Mattresses

The fee for the Residential / Small Business Curbside Collection Program shall appear on County Real Property Tax Notices. All other fees will be collected or invoiced at the point of sale.

Sec. 12-12. Grants.

The Director of Public Works shall participate in applicable grant programs, either recurring or individual, administered by SCDHEC, or other entities, for the purpose of mitigating local costs and projects associated with MSW Management and solid waste reduction and recycling on behalf of Richland County.

Sec. 12-13. Partial Year Assessments for the Residential / Small Business Curbside Collection Program.

- (a) All new service Residential / Small Business Curbside Collection Program customers (new residence or newly activated service) shall be charged a Partial Year Fee for the initial, partial year of curbside collection service received at the designated service level.
- (b) Partial year service fees for new residences shall be computed on a *pro rata* basis and paid along with the Roll Cart Fee following the issuance of the Certificate of Occupancy (CO).
- (c) Thereafter, annual fees will be charged on the Real Property Tax Notice. It shall be the duty of the Auditor to include the assessment with the annual property tax notices.

Sec. 12-14. Annual schedule of fees and assessments.

The Director of Public Works shall, on an annual basis and concurrent with the Budget Process, review and update a Master Schedule of all solid waste fees for the purpose of ensuring adequate revenue for associated, fee-based solid waste management programs established herein. This schedule shall be reviewed and approved by County Council annually.

Sec. 12-15. Determination of assessments; inclusion in tax notice.

- (a) The Director of Public Works shall maintain and reconcile, on at least an annual basis, a complete list of all Residential / Small Business Curbside Collection Program customers and their designated program level of service. This list shall serve as the basis for monthly contractor payment and annual tax notice issuance by the Auditor. The levels of service and their associated multipliers follow:
 - i. Standard (S) curbside placement / collection of MSW and Recycling (1.0 multiplier);
 - ii. Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
 - iii. Disability – Backyard (DB) placement / collection of MSW and Recycling (1.0 multiplier).

(b) These levels of service and their associated multipliers of the uniform fee shall be applied by the Auditor to Annual Real Property Tax Notices.

Sec. 12-16. Reserved for Future Use.

Sec. 12-17. Reserved for Future Use.

ARTICLE III. RESIDENTIAL / SMALL BUSINESS CURBSIDE COLLECTION PROGRAM

Sec. 12-18. In General.

The County shall provide a program of regular collection of Municipal Solid Waste (MSW) from single family residences as well as from eligible small businesses and local entities such as churches and neighborhood facilities within the unincorporated County. This service may be extended to like customers within small municipalities based on Intergovernmental Agreement (IGA) and assessment of program fees. No solid waste of any kind, or roll cart, shall be placed in or near a stormwater drainage course so as to impede the flow thereof. All Roll Carts, piles, and bulk items placed at curbside with the intention of pickup as part of the Residential / Small Business Curbside Collection Program are subject to inspection by County Solid Waste Staff or their agents for compliance with standards contained herein.

Sec. 12-19. Conditions for Residential / Small Business Curbside Collection Program.

Solid Waste collection shall be provided under the following conditions:

- a) Unincorporated areas of the County, or
- b) Small Municipalities covered by an IGA for solid waste services, and Residential, Single family homes, or
- c) Residential, Duplexes, Triplexes, or Quadraplexes, or
- d) Small / home-based businesses located within residential areas, or
- e) Ancillary facilities located within residential areas such as recreation centers or
- f) Churches that generate small volumes of solid waste, or
- g) Other facilities located within residential areas that generate small volumes of solid waste and, in the judgment of the Director of Public Works, would practically benefit from participation in this program.

Sec. 12-20. Garbage.

- (a) Garbage shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Garbage shall be collected in the unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Eligible Small Business entities participating in this program may receive up to two (2) roll carts if requested and paid for.
- (d) Roll Carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (e) For residential collection, small quantities of garbage in excess of the capacity of the roll cart will be collected if neatly placed in tied plastic bags and placed at curbside along with the roll cart.

Sec. 12-21. Yard waste.

- (a) Yard waste shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Yard waste shall be collected in the unincorporated portion of the County under the following conditions:
 - 1) Yard waste (Sticks, hedge clippings, and small brush) shall be neatly stacked and placed in order to facilitate efficient pick up. A volume roughly equivalent to two (2) roll carts (192 gallons / or a pile measuring approximately six feet (6') in length, three feet (3') in width, and two feet (2') in height) / or six, 30-gallon yard waste bags) shall be placed within six (6) feet of curbside of the nearest public road and shall be collected on a designated day. Yard waste shall not be placed within the traveled way of the road. Bagging, boxing, or bundling of yard waste is encouraged.
 - 2) Larger tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet and stacked in a neat,

compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets.

- 3) Exclusions: Tree trunks, branches and limbs having a length greater than four (4) feet and diameter greater than four (4) inches are not deemed yard waste, thus are not eligible for curbside collection. Waste generated from either a tree removal (including the stump) or de-limbing of a tree greater than four (4) inches in diameter at the tree base at ground level is not considered yard waste, thus is not eligible for curbside collection. Re-sizing waste from a tree removal, from a stump removal or from de-limbing an ineligible tree to make it meet the above dimensions does not make it eligible for curbside collection. Waste generated from clearing a lot or cutting shrubbery back to the stump or trunk is not considered yard waste, thus is not eligible for curbside collection.
- (c) Dirt, sand, and mulch, other than those small residual quantities incidental to yard waste collection, shall not be accepted for curbside collection.

Sec. 12-22. Recycling.

- (a) Recycling shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Recycling shall be collected in the entire unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (d) Authorized recyclable materials previously containing food or beverages shall be properly prepared by the resident prior to placement in the recycling roll cart. Aerosol cans shall be excluded from the recycling stream. Cardboard shall be broken down / flattened for efficient handling and collection. Recycling shall not be mixed with garbage or other contaminants. Recyclable materials shall not be placed in bags.
- (e) Collection Contractors may refuse to collect curbside recycling if the material is found to be contaminated by non-recyclables. Collectors may attach information to the Roll Cart explaining why the material was not collected. The resident shall remove the non-recyclable material identified as contamination before the next scheduled recycling

collection day in order to be serviced.

- (f) The Director of Public Works shall, on an annual basis, review the official list of commodities eligible for recycling based on market conditions and recommend additions or deletions to the County Administrator. The Director of Public Information shall lead and manage the public information campaign necessary to this program.

Sec. 12-23. Bulk Items (a.k.a. “Brown Goods”).

Residential / Small Business curbside collection customers may request, at no extra charge, the pickup and disposal of Bulk Items such as indoor and outdoor furniture, large yard toys, mattresses, *etc* by requesting an appointment for pickup. Bulk Items shall only be placed at curbside following a confirmed, scheduled appointment for pickup and shall not remain at curbside indefinitely. Limit of four items per appointment request.

Sec. 12-24. White Goods.

White Goods shall be collected and managed in the same manner as Bulk Items. All large appliances, such as refrigerators, shall have doors removed prior to placement at curbside.

Sec. 12-25. Enhanced (“Backyard”) Service.

- (a) An enhanced level of service (a.k.a. – “Backyard Service”) shall be made available to neighborhoods that request it and have established Homeowners’ Association (HOA) covenants supporting same as well as to individual homes in which the occupants cannot physically place their garbage or recycling roll carts at curbside for standard pickup.
- (b) Neighborhoods desiring a higher level of service may request backyard pick-up pursuant to the following conditions:
 - 1) The subdivision must have a duly organized, active Homeowners Association (HOA) and such request shall be made by said association.
 - 2) At the time that the HOA requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant (CPA), or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the President and Secretary of the HOA; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.
 - 3) At the time that the HOA makes the request, said association shall clearly define

the geographic boundaries of the area encompassed in the request, including tax map sheet references.

- 4) All requests for an enhanced level of service (backyard pick-up) shall be made to the Director of Public Works and approved by the County Administrator.
 - 5) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.
- (c) Disabled citizens may receive enhanced (“backyard”) service for roll cart (garbage and recycling) service collection at no extra charge. This special exception may be granted when the General Manager of Solid Waste & Recycling determines that there is no capable adult readily available who is physically capable of rolling the cart to and from the curb. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.

Sec. 12-26. Uniform Fee Structure.

The Fee Structure used to generate revenue for the Residential / Small Business Curbside Collection Program shall be normalized and uniform throughout all areas served (Unincorporated County and Small Municipalities through IGAs) such that variations in collection area locations, collection contractor bids, or development density or do not cause undue financial burden to individual customers. The Director of Public Works shall, on an annual basis, update the calculation of the fee in advance of annual distribution of real property tax notices. A multiplier to the uniform fee for basic service shall be applied for neighborhood Enhanced (“Backyard”) Service. A sample calculation is contained in Attachment ‘B’ to this Chapter.

Sec. 12-27. Small Business (Quasi-Residential) Service.

- (a) Though the intent of the Residential / Small Business Curbside Collection Program is to primarily serve single family residential customers, there are others for whom providing this service is appropriate, convenient, and efficient. Such quasi-residential customers are generally referred to as “eligible small businesses” (even though they might not technically be a “small business”, *per se*) and may include:
- i. Duplex through Quadraplex residential customers;
 - ii. Other residential customers besides Apartments;
 - iii. Neighborhood pavilions or recreation centers;
 - iv. Small, home-based businesses;
 - v. Small local government facilities such as fire / EMS stations;
 - vi. Churches.
- (b) Additionally, in order to participate in this program, such facilities must:

- i. Be physically located along an established residential collection route;
- ii. Generate quantities and types of solid waste consistent with typical single family residences;
- iii. Pay all associated solid waste fees and taxes;
- iv. Be approved by the Director of Public Works for participation in the program.

Sec. 12-28. Roll Carts.

Roll Carts of approximately 96-gallon capacity shall be used in the collection of solid waste when deemed efficient and effective. Roll Carts shall be purchased, owned, delivered, and collected by the County or its designated agent. Fees may be charged for initial Roll Cart delivery or replacement. A fee for repair, replacement and delivery may be charged to the home owner in the event of damage or destruction due to negligence or theft. Roll Carts shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide by the user thereof, if necessary, to prevent nuisance.

Sec. 12-29. Items ineligible for Residential / Small Business Curbside Collection Service.

- (a) Dead animals. Dead animals shall not be collected. Dead household pets shall be collected by the County Department of Animal Care if placed in plastic bags at curbside and if that Department is notified. Proper disposal of all other dead animals shall be the responsibility of property owners.
- (b) Building materials. The County shall not be responsible for collecting or hauling discarded building material, dirt, rock, or industrial and hazardous waste.

Sec. 12-30. Exemption from roll cart service and fees for disabled homeowners.

- (a) An exemption from roll cart service and fees for disabled homeowners in the unincorporated areas of the county is available. Such handicapped homeowners shall apply for said exemption to the General Manager of Solid Waste & Recycling. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.
- (b) The Director of Public Works shall recommend approval or denial of the handicapped homeowner's application for exemption from roll cart service and fees. Final approval or denial of exemption from Roll Cart service and fees shall be made by the County Administrator.

ARTICLE IV. DROP-OFF CENTERS AND SPECIAL COLLECTION EVENTS

Sec. 12-33. In General.

The Director of Public Works may maintain additional solid waste facilities and conduct such special events for the purpose of augmenting the efficient collection of various types of Solid Waste and recyclable materials from County residential customers. These facilities may collect materials that are permitted in the waste stream for disposal or recycling, but not included for collection at curbside. These facilities shall not receive garbage. These facilities shall not receive any waste generated outside of the County. Only County residents are authorized to use County Operated Drop-Off Centers.

Sec. 12-34. Construction & Demolition (C&D) Debris.

Drop-Off Centers may accept for disposal or recycling Construction & Demolition (C&D) Debris generated by County Residents, performing home improvement projects on their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-35. Yard waste and landscaping debris.

Drop-Off Centers may accept for disposal, Yard Waste and Landscaping Debris generated by County Residents, performing yard maintenance at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-36. Recycling.

Drop-Off Centers may accept for recycling, various items, generated by County Residents at their domiciles. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-37. Bulk Items.

Drop-Off Centers may accept for disposal, Bulk Items generated by County Residents at their domiciles. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-38. White Goods.

Drop-Off Centers may accept for disposal, White Goods generated by County Residents at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-39. Special Collection Events.

The Director of Public Works may conduct on occasion, either on an individual basis or in partnership with municipalities or neighboring counties, Special Collection Events to promote the proper collection and disposal or recycling of items such as paint, household hazardous waste, sensitive documents for shredding, tires, electronic waste (eWaste), and scrap metal / white goods. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-40. Community “Clean Sweep” Events.

The Director of Public Works may conduct a program to support volunteer citizens efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Reserved for Future Use.

ARTICLE V. RECYCLING

Sec. 12-42. In General.

- (a) The County shall, consistent with State Law, conduct a program of residential recycling in order to:
 - i. Conserve Natural Resources and Landfill Space;
 - ii. Promote economic development and security;
 - iii. Protect the environment;
 - iv. Conserve energy

- (b) The County shall also promote and encourage commercial and business recycling. Participation in recycling programs is encouraged and voluntary.

Sec. 12-43. Residential Recycling.

Residential recycling will primarily be promoted through the Residential / Small Business Curbside Collection Program and may be supplemented through collections at Special Collection Events and Drop Off Centers.

Sec. 12-44. Commercial and Business Recycling.

Commercial and Business Recycling will primarily be promoted through education and voluntary reporting.

Sec. 12-45. Commodities.

The Director of Public Works shall, on an annual basis, and in consultation with the General Manager of Solid Waste & Recycling, recommend to the County Administrator, a list of commodities to be included in the Residential / Small Business Curbside Collection Program. This recommendation shall be based on forecasts of recycling commodities' market conditions. The County Director of Public Information shall promote and publicize current information regarding commodities for recycling.

Sec. 12-46. Recovered Materials.

Materials collected through all County Recycling Programs are County property. The County shall ensure the services of a Materials Recovery Facility (MRF) in order to process recovered materials for recycling. Any revenue generated from the sale of recovered materials shall be deposited into the Solid Waste Fund.

Sec. 12-47. Reporting.

The County shall account for and report recycling activity in a form and manner consistent with State and Federal law.

Sec. 12-48. Reserved for Future Use.

Sec. 12-49. Reserved for Future Use.

ARTICLE VI. TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Sec. 12-50. In General.

The transportation and disposal of solid waste shall be conducted by authorized personnel and in accordance with all applicable State and Federal Laws.

Sec. 12-51. Transportation of Solid Waste.

- (a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking, or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be a violation of this article for any person not authorized by the County to collect and haul any refuse other than that arising from his or her own accumulation within any area of the County in which solid waste collection service is provided by the County.

Sec. 12-52. Use of County operated solid waste management facilities.

Only County residents or specifically authorized agents of the County (*i.e.* – Curbside Collection Contractors) are authorized to use County operated solid waste management facilities, including landfills, as determined by the Director of Public Works. Such solid waste management facilities shall, under non-emergent conditions, only accept solid waste that is generated within the County. Fees may be charged in a consistent, uniform, and equitable manner.

Sec. 12-53. Garbage.

Garbage shall only be disposed of in an appropriate Class Three Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-54. Construction & Demolition (C&D) Debris.

C&D Debris shall only be disposed of in an appropriate Class Two Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-55. Other Common Waste Types.

Other commonly generated waste types, such as Electronic Waste (e-waste), Tires, Mattresses, or “Household Quantities” of Hazardous Waste shall be accepted and disposed of (or recycled) by the County in appropriate manners at permitted facilities.

Sec. 12-56. Reserved for Future Use.

Sec. 12-57. Reserved for Future Use.

ARTICLE VIII. ENFORCEMENT

Sec. 12-58. In General.

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

Sec. 12-59. Littering.

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

Sec. 12-60. Illegal Dumping.

- (a) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (b) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for stormwater management.

Sec. 12-61. Covering vehicle loads.

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

Sec. 12-62. Debris on Lots.

- (a) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.
- (b) Duty of owner, etc, to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

- (c) Notice to owner, etc, to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.
- (d) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.
- (e) Removal by County. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

Sec. 12-63. Scavenging.

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

Sec. 12-64. Evictions.

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential / Small Business Curbside Collection Program.

Sec. 12-65. Collected Solid Waste is County Property.

Once picked up for collection from the Residential / Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

Sec. 12-66. Penalties.

- (a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (c) Any person who violates the provisions of this Chapter shall be deemed guilty of a

misdeemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

Sec. 12-67. Miscellaneous Enforcement Provisions.

- (a) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping.
- (b) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (c) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.
- (d) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the Refuse Control Officers when requested by said Officer.
- (e) Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (f) It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (g) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (h) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.
- (i) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- (j) It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

ARTICLE IX. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Sec. 12-68. In General.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all Federal and State rules and regulations, and all local zoning land use and other applicable local ordinances.

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 _____.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chair

ATTEST THIS THE _____ DAY

OF _____, 2022

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Chris Eversmann, PE		Title:	Deputy Director
Department:	Public Works	Division:	Solid Waste & Recycling	
Date Prepared:	October 27, 2021	Meeting Date:	November 18, 2021	
Legal Review	Elizabeth McLean via email		Date:	November 09, 2021
Budget/Finance Review	Stacey Hamm via email		Date:	November 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Development & Services			
Subject:	Richland County Code of Ordinances, Chapter 12			

STAFF’S RECOMMENDED ACTION:

Staff recommends the approval of the re-write of the Richland County Code of Ordinances, Chapter 12, renamed “Solid Waste, Recycling, and Public Sanitation.”

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This re-write of Chapter 12 of the Richland County Code of Ordinances will generally be revenue / cost neutral in the short term (six-months to one-year). However, it may have positive fiscal impacts in the mid-to-long term (two-years and beyond):

- Place realistic limits on yard waste, bulk items, and white good collected at curbside;
- Define Municipal Solid Waste (MSW) Management program elements and their revenue source;

These improvements will help contain costs of future County MSWM Program as well as ensure that millage and fees are appropriately set.

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

None.

REGULATORY COMPLIANCE:

This proposed ordinance is consistent with provisions of the South Carolina Solid Waste Policy and Management Act of 1991.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This Ordinance is completely restructured and rewritten in an effort to:

- Address / define current County Solid Waste Management (MSWM) Programs;
- Update terminology;
- Reflect / codify best practices;
- Address / define the Solid Waste Fund and revenue sources;
- Eliminate unnecessary redundancy with other Ordinance Chapters;
- Establish and document procedures for the annual calculation of uniform fee for the Residential / Small Business Curbside Collection Program;
- Encourage the best practice for yard waste to be bagged, boxed, or bundled;
- Provide a comprehensive, updated Definitions Section;
- Add a description of the County’s Recycling Program;
- Maintain the 1.8 multiplier factor between standard and enhanced curbside collection program levels of service.

The re-written Ordinance is contained in Attachment ‘A’ to this briefing. A Summary of Changes chart is included in Attachment ‘B’, and the current ordinance is included in Attachment ‘C’ to this briefing.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Some minor edits and corrections from the original submission in July have also been made:

- Bagging, bundling, and boxing of yard waste is encouraged (not required);
- Added a statement prohibiting the placement of yard waste piles within the traveled way of the road;
- Added hyphens to “Drop-Off Center”;
- Changed 90-gallon roll cart references to 96-gallon;
- Corrected enhanced service multiplier on the calculation form (Attachment B) from 2.0 to 1.8 (as is stated in the body of the ordinance);
- Added a note on the calculation form that clarified that “Bid price” is the original bid price as adjusted annually by the CPI.

ATTACHMENTS:

1. Draft ordinance with attachments
2. Summary of changes
3. Current ordinance

CHAPTER 12: SOLID WASTE, RECYCLING, AND PUBLIC SANITATION

ARTICLE I. ADMINISTRATION

Sec. 12-1. In General.

Richland County shall manage the solid waste stream on behalf of its citizens in order to preserve and protect public health and welfare and to promote a suitable quality of life for residents and visitors. It shall perform these missions with appropriate staff, equipment, programs, and facilities and in accordance with applicable Federal and State Laws and Regulations. The task of solid waste management shall be discharged by the Director of Public Works.

Sec. 12-2. Definitions.

Any definitions contained herein shall apply unless specifically stated otherwise. In addition to the definitions contained in this chapter, the articles of this chapter shall adopt by reference the definition of terms (to the extent they are not inconsistent with definitions specifically contained herein) defined in the South Carolina Solid Waste Policy and Management Act of 1991, South Carolina Code Section 44-96-10, *et seq.* and in any regulations promulgated pursuant thereto. Any term not specifically defined will be construed pursuant to its plain and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

-A-

Agricultural operation: Raising, harvesting, or storing crops or feed, breeding or managing livestock, including the preparation of the products raised thereon for human use and disposed of by marketing or other means. It includes, but is not limited to, agriculture, grazing, horticulture, forestry, and dairy farming.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single parcel that contains a total of six (6) or more dwelling units regardless of ownership of the dwelling units.

-B-

Bulk Waste ("Bulk Items"): Large appliances, air conditioners, furniture, mattresses, box springs, yard furniture, large toys, grills, push mowers, bicycles, and playground equipment. The following items are not considered bulk waste: Gym / exercise equipment, pianos, organs, pool tables, electronics, riding mowers, automotive equipment, fencing, decks, swimming pools (any size except small form plastic pools), animal shelters, demolition debris, building debris and any other item of such weight that two adults cannot easily lift.

Bulk Waste Container (a.k.a. – “Roll Off container”): A manufactured container suitable for emptying by mechanical equipment.

-C-

Class Three Waste: Non-hazardous commercial and industrial wastes that are permitted by SCDHEC to be disposed of in a Class Three landfill. See also: Municipal Solid Waste (MSW) and Garbage.

Class Two Waste: The waste streams listed in Appendix I, Acceptable Waste For Class Two Landfills, of SC Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The list will be posted at each County disposal facility. See also: Construction and Demolition (C&D) Waste.

Code: The Richland County, South Carolina Code of Ordinances.

Collection Area: A quasi-official subdivided area of the County for the purpose of solid waste management program administration.

Commercial Establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature. See also: Apartment.

Commercial Waste: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Construction and Demolition (C&D) debris: Any discarded solid wastes resulting from construction, remodeling, repair, and demolition of structures, and road construction. The wastes include, but are not limited to, bricks, concrete, other masonry materials, lumber, road spoils, and paving materials, but do not include solid waste from agricultural operations or Garbage.

Contaminant / Contamination: Generally applied in the context of recycling. Items, to include plastic bags, garbage, or items not approved for the County’s Recycling Program, intermingled with items intended for pickup. The presence of this contamination may preclude pickup, causing an interruption of efficient collection operations. See also: “Non-compliant Pile / Roll Cart”, “Mixed Pile”, and “Mixed Waste.”

County: Richland County, South Carolina.

County Administrator: The Richland County Administrator.

County Council: The governing body of Richland County, South Carolina.

Curbside: The area within the right-of-way or easement immediately adjacent to a public road, highway, street, etc. For purposes of this ordinance chapter, curbside will be considered as the area within six (6) feet of the edge of the public road, highway, street, etc., unless deemed otherwise by the Director. Curbside shall not extend past the road right-of-way or easement except in those cases where the road right-of-way or easement ends at the edge of the traveled way of the road.

Curbside Collector: (a.k.a. – Collections Contractor) The person that has entered into a contract with the County to provide specified solid waste curbside collection services. The solid wastes eligible for curbside service from dwelling units and small businesses are: garbage, household waste, yard waste, recyclables, bulk items, and white goods as defined herein.

-D-

Debris: Includes, but is not limited to, miscellaneous equipment, yard toys, furniture, packaging items, shipping containers, waste tires, construction and demolition (C&D) waste, bricks, blocks, concrete, asphalt, metals, lumber, trees, tree limbs, tree stumps, brush or parts thereof, or stumps, and/or building materials or solid waste of any description that are deemed by the Director or designee to be a nuisance, potentially deleterious to public health, public sanitation and/or public safety.

Department: The Richland County Department of Public Works.

DHEC: The South Carolina Department of Health and Environmental Control.

Director: The Richland County Director of Public Works.

Disposal: The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, whether intentional or unintentional, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Disposal Facility: All contiguous land, structures, other appurtenances and improvements on the land used for treating, storing, or disposing of solid waste pursuant to a solid waste disposal permit issued by DHEC. A facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Domicile: A residential dwelling to include single and multi-family configurations.

Dumpster: A type of movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot. The word is a generic trademark of Dumpster, an American brand name for a specific design.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking, and eating and from which the County would collect solid waste; excludes commercial, industrial and manufacturing establishments.

-G-

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

-H-

Hazardous waste: Those wastes that are defined as hazardous in Section 44-56-20 of the South Carolina Hazardous Waste Management Act.

Household: One or more people who occupy a dwelling unit as their usual place of residence.

Household Hazardous Waste: Any commonly used household hazardous material that is not regulated as hazardous waste when disposed of. This includes, but is not limited to, insecticides, pesticides, petroleum-based paints, lubricants, fertilizers, cleaning agents and polishing compounds. For purposes of this definition, household hazardous waste does not include gasoline or motor oil.

Household Quantities: Quantities of solid waste reasonably generated in the course of typical daily domestic activities from a dwelling unit. Household quantities typically would fit into the assigned roll cart.

-I-

Illegal Dump: A solid waste or debris pile of any size that was placed in an unauthorized location for an unauthorized purpose.

Illegal Pile: A non-compliant pile of solid waste that has not been made compliant for collection over a 15-day period of time and is, therefore, in violation of this ordinance and subject to enforcement action.

Industrial waste: Solid waste generated from industrial or manufacturing processes including, but not limited to, factories and treatment plants.

Intergovernmental Agreement (IGA): An agreement for services between the County and another governmental entity (often contained herein) whether Federal, State, or local and any department, division, unit or subdivision thereof.

-L-

Legal residence: A residential dwelling unit that is occupied by the owner of the dwelling unit, thus designated their legal residence by the county Tax Assessor. Owners may designate only one legal residence in the state.

Litter: Waste products that have been discarded, intentionally or unintentionally, without consent, at an unsuitable location. Includes items blown or thrown from a vehicle or property.

-M-

Materials Recovery Facility (MRF): A specialized facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Mixed Pile: A solid waste pile, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which intermingles incompatible waste types and, therefore, cannot be efficiently collected for transportation and disposal. See also "Non-compliant Pile."

Mixed Waste: The intermingling of incompatible waste types (such as yard waste and garbage).

Municipal Solid Waste (MSW): Everyday items that are used and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. See also "Garbage."

Municipal Solid Waste Management (MSWM): A broad term that describes various policies, procedures, programs, and services that are directly or indirectly related to the safe and efficient management of the Solid Waste Stream on behalf of a Community.

-N-

Non-compliant Pile / Roll Cart: A solid waste pile or Roll Cart, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which does not comply with applicable standards contained herein.

-R-

Recovered Material: Those solid wastes which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream.

Recyclable Material (Recyclables): Those wastes which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. For purposes of this ordinance chapter, only those recyclables specifically listed by the county will be collected for recycling.

Residential / Small Business Curbside Collection Program: An MSWM Program, administered by the County, by which various types of solid waste (garbage, yard waste, recycling, bulk items, and white goods) are picked up by Curbside Collection contractors from single family residences and some small businesses for transportation to an appropriate disposal facility.

Residential Property: Property which contains residential dwelling units other than those defined in this section as apartments.

Roll Cart: A container, mounted on wheels, which is issued to citizens by the County for the storage of garbage or recyclables between pick up by Collection Contractors.

Roll Cart Fee: An individual fee charged for the delivery of a roll cart (garbage or recycling) for a new, or newly re-activated, service in the Residential / Small Business Curbside Collection Program. The fee is for the delivery, handling, and management of the Roll Cart; not for its purchase.

-S-

Sanitary landfill: The method of disposing of solid waste in an SCDHEC Permitted Disposal Facility by the placement of an earth cover thereon which meets the regulations promulgated by that Agency.

Scavenging: Rummaging through, taking or gathering items from County owned or privately owned solid waste management facilities or solid waste containers, including, but not limited to, bags, roll carts, bins, or roll-offs, or dumpsters of solid waste (which also includes recyclables).

Small Business: Any business entity registered with the South Carolina Secretary of State that produces no more garbage and household type waste during any county-defined solid waste collection cycle than will fill two (2) 90-gallon roll carts and has only one location inside the County. A small business becomes an “eligible small business” when a request for curbside collection service has been made and the initial Solid Waste Service Initiation Fee and Roll Cart Fee have both been paid.

Solid Waste: Garbage, household waste, debris, commercial waste, industrial waste, yard waste, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Solid Waste Service Fee (a.k.a. – Residential / Small Business Curbside Collection Program Fee): The annual charge established by County Council for all single family households and eligible small businesses to fund the Residential / Small Business Curbside Collection Program in the Unincorporated Area of the County.

Solid Waste Service Initiation Fee: The initial curbside collection service fee established by County Council for new households or small businesses or to re-establish service for existing single family households and small businesses where service was discontinued and Roll Carts have been removed in the Unincorporated Area of the County. Computed on a *per diem, pro rata* basis and payable before service is commenced.

Solid Waste Stream: The entire life cycle flow of the garbage produced – from putting out the garbage and recycling for pickup to landfilling, energy production, and the reuse of recycled materials.

Special Waste: Items of solid waste permitted in the solid waste stream for disposal, but not collected as part of the Residential / Small Business Curbside Collection Program such as carpet or C&D Debris.

-V-

Vehicle: Any device capable of being moved upon a public highway or road and in, upon or by which any person or property is or may be transported or drawn upon a public highway or road.

-W-

White Goods: Large appliances, usually electrical or natural gas powered, that are used domestically such as refrigerators and washing machines (often white in color).

-Y-

Yard waste: Any and all accumulations of grass, leaves, pine straw, small trees, branches, limbs, brush, shrubs, vines and other similar items generated by the typical maintenance of lawns, shrubs, gardens, and trees from residential properties or eligible small business properties. Includes branches, sticks, and limbs less than four (4) inches in diameter and less than four (4) feet in length.

Sec. 12-3. Enforcement.

- (a) Appointed Solid Waste & Recycling Code Enforcement Officers (hereinafter “Refuse Control Officers”) shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate

article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.

- (b) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.
- (c) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.
- (d) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming / removal, and transporting of any solid waste in Richland County.
- (e) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.

Sec. 12-4. Penalties.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation constitutes a separate and distinct offense, unless otherwise specified.

Sec. 12-5. Applicability.

Provisions of this Ordinance shall apply to all Unincorporated areas within the County as well as Municipalities that subscribe to County Solid Waste Management Programs through Intergovernmental Agreement (IGA).

Sec. 12-6. Reserved for Future Use.

Sec. 12-7. Reserved for Future Use.

ARTICLE II. FINANCE

Sec. 12-8. In General.

Richland County shall assess such taxes and fees necessary to manage, administer, and enforce in an equitable and effective manner, a Municipal Solid Waste Management (MSWM) Program as described herein.

Sec. 12-9. Solid Waste Fund.

Richland County shall maintain a Solid Waste Fund for the purpose of paying for a Municipal Solid Waste Management (MSWM) Program, and associated support activities. The Fund shall be maintained through the collection of various fees, taxes, and other revenues such as grants. A fund balance equal to half of the average annual operating costs of the Solid Waste & Recycling Division over the past three-year period shall be the financial goal. Bond revenue for solid waste related capital projects shall be otherwise accounted for and not considered as part of the Solid Waste Fund. Current and future Host County Fee payments for the siting of solid waste facilities within the County shall be directed to the Solid Waste Fund.

Sec. 12-10. Millage.

Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- Countywide-generated residential Municipal Solid Waste (MSW) disposal in a Class Three Landfill
- Administration of a Countywide Solid Waste Management Program
- Countywide-generated residential disposal of C&D Debris and Yardwaste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal / pruning / trimming)
- Operation of County Drop-Off and Recycling Centers
- Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

A schedule of solid waste related fees charged by Richland County is contained in Attachment 'A' to this Chapter. These fees shall be reviewed and established on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of:

- The Residential / Small Business Curbside Collection Program

Disposal of C&D Debris and Yardwaste in a County Operated Landfill (generated by non-residential customers – businesses and governmental entities)
Processing of other specialized recycling material such as Electronic Waste, Tires, or Mattresses

The fee for the Residential / Small Business Curbside Collection Program shall appear on County Real Property Tax Notices. All other fees will be collected or invoiced at the point of sale.

Sec. 12-12. Grants.

The Director of Public Works shall participate in applicable grant programs, either recurring or individual, administered by SCDHEC, or other entities, for the purpose of mitigating local costs and projects associated with MSW Management and solid waste reduction and recycling on behalf of Richland County.

Sec. 12-13. Partial Year Assessments for the Residential / Small Business Curbside Collection Program.

- (a) All new service Residential / Small Business Curbside Collection Program customers (new residence or newly activated service) shall be charged a Partial Year Fee for the initial, partial year of curbside collection service received at the designated service level.
- (b) Partial year service fees for new residences shall be computed on a *pro rata* basis and paid along with the Roll Cart Fee following the issuance of the Certificate of Occupancy (CO).
- (c) Thereafter, annual fees will be charged on the Real Property Tax Notice. It shall be the duty of the Auditor to include the assessment with the annual property tax notices.

Sec. 12-14. Annual schedule of fees and assessments.

The Director of Public Works shall, on an annual basis and concurrent with the Budget Process, review and update a Master Schedule of all solid waste fees for the purpose of ensuring adequate revenue for associated, fee-based solid waste management programs established herein. This schedule shall be reviewed and approved by County Council annually.

Sec. 12-15. Determination of assessments; inclusion in tax notice.

- (a) The Director of Public Works shall maintain and reconcile, on at least an annual basis, a complete list of all Residential / Small Business Curbside Collection Program customers and their designated program level of service. This list shall serve as the basis for monthly contractor payment and annual tax notice issuance by the Auditor. The levels of service and their associated multipliers follow:

- Standard (S) curbside placement / collection of MSW and Recycling (1.0 multiplier);
- Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
- Disability – Backyard (DB) placement / collection of MSW and Recycling (1.0 multiplier).

(b) These levels of service and their associated multipliers of the uniform fee shall be applied by the Auditor to Annual Real Property Tax Notices.

Sec. 12-16. Reserved for Future Use.

Sec. 12-17. Reserved for Future Use.

DRAFT

ARTICLE III. RESIDENTIAL / SMALL BUSINESS CURBSIDE COLLECTION PROGRAM

Sec. 12-18. In General.

The County shall provide a program of regular collection of Municipal Solid Waste (MSW) from single family residences as well as from eligible small businesses and local entities such as churches and neighborhood facilities within the unincorporated County. This service may be extended to like customers within small municipalities based on Intergovernmental Agreement (IGA) and assessment of program fees. No solid waste of any kind, or roll cart, shall be placed in or near a stormwater drainage course so as to impede the flow thereof. All Roll Carts, piles, and bulk items placed at curbside with the intention of pickup as part of the Residential / Small Business Curbside Collection Program are subject to inspection by County Solid Waste Staff or their agents for compliance with standards contained herein.

Sec. 12-19. Conditions for Residential / Small Business Curbside Collection Program.

Solid Waste collection shall be provided under the following conditions:

- Unincorporated areas of the County, or
- Small Municipalities covered by an IGA for solid waste services, and
- Residential, Single family homes, or
- Residential, Duplexes, Triplexes, or Quadraplexes, or
- Small / home-based businesses located within residential areas, or
- Ancillary facilities located within residential areas such as recreation centers or Churches that generate small volumes of solid waste, or
- Other facilities located within residential areas that generate small volumes of solid waste and, in the judgment of the Director of Public Works, would practically benefit from participation in this program.

Sec. 12-20. Garbage.

- (a) Garbage shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Garbage shall be collected in the unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.

- (c) Eligible Small Business entities participating in this program may receive up to two (2) roll carts if requested and paid for.
- (d) Roll Carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (e) For residential collection, small quantities of garbage in excess of the capacity of the roll cart will be collected if neatly placed in tied plastic bags and placed at curbside along with the roll cart.

Sec. 12-21. Yard waste.

- (a) Yard waste shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Yard waste shall be collected in the unincorporated portion of the County under the following conditions:
 - 1) Yard waste (Sticks, hedge clippings, and small brush) shall be neatly stacked and placed in order to facilitate efficient pick up. A volume roughly equivalent to two (2) roll carts (192 gallons / or a pile measuring approximately six feet (6') in length, three feet (3') in width, and two feet (2') in height) / or six, 30-gallon yard waste bags) shall be placed within six (6) feet of curbside of the nearest public road and shall be collected on a designated day. Yard waste shall not be placed within the traveled way of the road. Bagging, boxing, or bundling of yard waste is encouraged.
 - 2) Larger tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet and stacked in a neat, compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets.
 - 3) Exclusions: Tree trunks, branches and limbs having a length greater than four (4) feet and diameter greater than four (4) inches are not deemed yard waste, thus are not eligible for curbside collection. Waste generated from either a tree removal (including the stump) or de-limbing of a tree greater than four (4) inches in diameter at the tree base at ground level is not considered yard waste, thus is not eligible for curbside collection. Re-sizing waste from a tree removal, from a stump removal or from de-limbing an ineligible tree to make it meet the above dimensions does not make it eligible for curbside collection. Waste generated from clearing a lot or cutting shrubbery back to the stump or trunk is not considered yard waste, thus is not eligible for curbside collection.

- (c) Dirt, sand, and mulch, other than those small residual quantities incidental to yard waste collection, shall not be accepted for curbside collection.

Sec. 12-22. Recycling.

- (a) Recycling shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Recycling shall be collected in the entire unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (d) Authorized recyclable materials previously containing food or beverages shall be properly prepared by the resident prior to placement in the recycling roll cart. Aerosol cans shall be excluded from the recycling stream. Cardboard shall be broken down / flattened for efficient handling and collection. Recycling shall not be mixed with garbage or other contaminants. Recyclable materials shall not be placed in bags.
- (e) Collection Contractors may refuse to collect curbside recycling if the material is found to be contaminated by non-recyclables. Collectors may attach information to the Roll Cart explaining why the material was not collected. The resident shall remove the non-recyclable material identified as contamination before the next scheduled recycling collection day in order to be serviced.
- (f) The Director of Public Works shall, on an annual basis, review the official list of commodities eligible for recycling based on market conditions and recommend additions or deletions to the County Administrator. The Director of Public Information shall lead and manage the public information campaign necessary to this program.

Sec. 12-23. Bulk Items (a.k.a. "Brown Goods").

Residential / Small Business curbside collection customers may request, at no extra charge, the pickup and disposal of Bulk Items such as indoor and outdoor furniture, large yard toys,

mattresses, etc by requesting an appointment for pickup. Bulk Items shall only be placed at curbside following a confirmed, scheduled appointment for pickup and shall not remain at curbside indefinitely. Limit of four items per appointment request.

Sec. 12-24. White Goods.

White Goods shall be collected and managed in the same manner as Bulk Items. All large appliances, such as refrigerators, shall have doors removed prior to placement at curbside.

Sec. 12-25. Enhanced (“Backyard”) Service.

- (a) An enhanced level of service (a.k.a. – “Backyard Service”) shall be made available to neighborhoods that request it and have established Homeowners’ Association (HOA) covenants supporting same as well as to individual homes in which the occupants cannot physically place their garbage or recycling roll carts at curbside for standard pickup.
- (b) Neighborhoods desiring a higher level of service may request backyard pick-up pursuant to the following conditions:
 - 1) The subdivision must have a duly organized, active Homeowners Association (HOA) and such request shall be made by said association.
 - 2) At the time that the HOA requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant (CPA), or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the President and Secretary of the HOA; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.
 - 3) At the time that the HOA makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.
 - 4) All requests for an enhanced level of service (backyard pick-up) shall be made to the Director of Public Works and approved by the County Administrator.
 - 5) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.
- (c) Disabled citizens may receive enhanced (“backyard”) service for roll cart (garbage and recycling) service collection at no extra charge. This special exception may be granted

when the General Manager of Solid Waste & Recycling determines that there is no capable adult readily available who is physically capable of rolling the cart to and from the curb. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.

Sec. 12-26. Uniform Fee Structure.

The Fee Structure used to generate revenue for the Residential / Small Business Curbside Collection Program shall be normalized and uniform throughout all areas served (Unincorporated County and Small Municipalities through IGAs) such that variations in collection area locations, collection contractor bids, or development density or do not cause undue financial burden to individual customers. The Director of Public Works shall, on an annual basis, update the calculation of the fee in advance of annual distribution of real property tax notices. A multiplier to the uniform fee for basic service shall be applied for neighborhood Enhanced (“Backyard”) Service. A sample calculation is contained in Attachment ‘B’ to this Chapter.

Sec. 12-27. Small Business (Quasi-Residential) Service.

(a) Though the intent of the Residential / Small Business Curbside Collection Program is to primarily serve single family residential customers, there are others for whom providing this service is appropriate, convenient, and efficient. Such quasi-residential customers are generally referred to as “eligible small businesses” (even though they might not technically be a “small business”, *per se*) and may include:

- Duplex through Quadraplex residential customers;
- Other residential customers besides Apartments;
- Neighborhood pavilions or recreation centers;
- Small, home-based businesses;
- Small local government facilities such as fire / EMS stations;
- Churches.

(b) Additionally, in order to participate in this program, such facilities must:

- Be physically located along an established residential collection route;
- Generate quantities and types of solid waste consistent with typical single family residences;
- Pay all associated solid waste fees and taxes;
- Be approved by the Director of Public Works for participation in the program.

Sec. 12-28. Roll Carts.

Roll Carts of approximately 96-gallon capacity shall be used in the collection of solid waste when deemed efficient and effective. Roll Carts shall be purchased, owned, delivered, and collected by the County or its designated agent. Fees may be charged for initial Roll Cart delivery or

replacement. A fee for repair, replacement and delivery may be charged to the home owner in the event of damage or destruction due to negligence or theft. Roll Carts shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide by the user thereof, if necessary, to prevent nuisance.

Sec. 12-29. Items ineligible for Residential / Small Business Curbside Collection Service.

- (a) Dead animals. Dead animals shall not be collected. Dead household pets shall be collected by the County Department of Animal Care if placed in plastic bags at curbside and if that Department is notified. Proper disposal of all other dead animals shall be the responsibility of property owners.
- (b) Building materials. The County shall not be responsible for collecting or hauling discarded building material, dirt, rock, or industrial and hazardous waste.

Sec. 12-30. Exemption from roll cart service and fees for disabled homeowners.

- (a) An exemption from roll cart service and fees for disabled homeowners in the unincorporated areas of the county is available. Such handicapped homeowners shall apply for said exemption to the General Manager of Solid Waste & Recycling. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.
- (b) The Director of Public Works shall recommend approval or denial of the handicapped homeowner's application for exemption from roll cart service and fees. Final approval or denial of exemption from Roll Cart service and fees shall be made by the County Administrator.

ARTICLE IV. DROP-OFF CENTERS AND SPECIAL COLLECTION EVENTS

Sec. 12-33. In General.

The Director of Public Works may maintain additional solid waste facilities and conduct such special events for the purpose of augmenting the efficient collection of various types of Solid Waste and recyclable materials from County residential customers. These facilities may collect materials that are permitted in the waste stream for disposal or recycling, but not included for collection at curbside. These facilities shall not receive garbage. These facilities shall not receive any waste generated outside of the County. Only County residents are authorized to use County Operated Drop-Off Centers.

Sec. 12-34. Construction & Demolition (C&D) Debris.

Drop-Off Centers may accept for disposal or recycling Construction & Demolition (C&D) Debris generated by County Residents, performing home improvement projects on their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-35. Yard waste and landscaping debris.

Drop-Off Centers may accept for disposal, Yard Waste and Landscaping Debris generated by County Residents, performing yard maintenance at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-36. Recycling.

Drop-Off Centers may accept for recycling, various items, generated by County Residents at their domiciles. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-37. Bulk Items.

Drop-Off Centers may accept for disposal, Bulk Items generated by County Residents at their domiciles. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-38. White Goods.

Drop-Off Centers may accept for disposal, White Goods generated by County Residents at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-39. Special Collection Events.

The Director of Public Works may conduct on occasion, either on an individual basis or in partnership with municipalities or neighboring counties, Special Collection Events to promote the proper collection and disposal or recycling of items such as paint, household hazardous waste, sensitive documents for shredding, tires, electronic waste (eWaste), and scrap metal / white goods. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-40. Community “Clean Sweep” Events.

The Director of Public Works may conduct a program to support volunteer citizens efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Reserved for Future Use.

ARTICLE V. RECYCLING

Sec. 12-42. In General.

- (a) The County shall, consistent with State Law, conduct a program of residential recycling in order to:
- Conserve Natural Resources and Landfill Space;
 - Promote economic development and security;
 - Protect the environment;
 - Conserve energy
- (b) The County shall also promote and encourage commercial and business recycling. Participation in recycling programs is encouraged and voluntary.

Sec. 12-43. Residential Recycling.

Residential recycling will primarily be promoted through the Residential / Small Business Curbside Collection Program and may be supplemented through collections at Special Collection Events and Drop Off Centers.

Sec. 12-44. Commercial and Business Recycling.

Commercial and Business Recycling will primarily be promoted through education and voluntary reporting.

Sec. 12-45. Commodities.

The Director of Public Works shall, on an annual basis, and in consultation with the General Manager of Solid Waste & Recycling, recommend to the County Administrator, a list of commodities to be included in the Residential / Small Business Curbside Collection Program. This recommendation shall be based on forecasts of recycling commodities' market conditions. The County Director of Public Information shall promote and publicize current information regarding commodities for recycling.

Sec. 12-46. Recovered Materials.

Materials collected through all County Recycling Programs are County property. The County shall ensure the services of a Materials Recovery Facility (MRF) in order to process recovered materials

for recycling. Any revenue generated from the sale of recovered materials shall be deposited into the Solid Waste Fund.

Sec. 12-47. Reporting.

The County shall account for and report recycling activity in a form and manner consistent with State and Federal law.

Sec. 12-48. Reserved for Future Use.

Sec. 12-49. Reserved for Future Use.

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ARTICLE VI. TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Sec. 12-50. In General.

The transportation and disposal of solid waste shall be conducted by authorized personnel and in accordance with all applicable State and Federal Laws.

Sec. 12-51. Transportation of Solid Waste.

- (a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking, or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be a violation of this article for any person not authorized by the County to collect and haul any refuse other than that arising from his or her own accumulation within any area of the County in which solid waste collection service is provided by the County.

Sec. 12-52. Use of County operated solid waste management facilities.

Only County residents or specifically authorized agents of the County (*i.e.* – Curbside Collection Contractors) are authorized to use County operated solid waste management facilities, including landfills, as determined by the Director of Public Works. Such solid waste management facilities shall, under non-emergent conditions, only accept solid waste that is generated within the County. Fees may be charged in a consistent, uniform, and equitable manner.

Sec. 12-53. Garbage.

Garbage shall only be disposed of in an appropriate Class Three Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-54. Construction & Demolition (C&D) Debris.

C&D Debris shall only be disposed of in an appropriate Class Two Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-55. Other Common Waste Types.

Other commonly generated waste types, such as Electronic Waste (e-waste), Tires, Mattresses, or “Household Quantities” of Hazardous Waste shall be accepted and disposed of (or recycled) by the County in appropriate manners at permitted facilities.

Sec. 12-56. Reserved for Future Use.

Sec. 12-57. Reserved for Future Use.

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ARTICLE VIII. ENFORCEMENT

Sec. 12-58. In General.

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

Sec. 12-59. Littering.

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

Sec. 12-60. Illegal Dumping.

- (a) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (b) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for stormwater management.

Sec. 12-61. Covering vehicle loads.

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

Sec. 12-62. Debris on Lots.

- (a) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

- (b) Duty of owner, etc, to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.
- (c) Notice to owner, etc, to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.
- (d) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.
- (e) Removal by County. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

Sec. 12-63. Scavenging.

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

Sec. 12-64. Evictions.

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential / Small Business Curbside Collection Program.

Sec. 12-65. Collected Solid Waste is County Property.

Once picked up for collection from the Residential / Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

Sec. 12-66. Penalties.

- (a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

Sec. 12-67. Miscellaneous Enforcement Provisions.

- (a) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping.
- (b) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (c) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

- (d) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the Refuse Control Officers when requested by said Officer.
- (e) Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (f) It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (g) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (h) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.
- (i) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- (j) It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

ARTICLE IX. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Sec. 12-68. In General.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all Federal and State rules and regulations, and all local zoning land use and other applicable local ordinances.

Attachments.

Attachment A – Annual Solid Waste Fee Schedule (Sample)

Attachment B – Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Department of Public Works (DPW)
Solid Waste & Recycling Division (SWR)

FY-2X Annual Solid Waste Master Fee Schedule (Sample)

Updated: 22-Jun-21

Residential / Small Business Curbside Collection Fee (Standard Level of Service) *	\$ 323.70	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service) *	\$ 582.66	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service / Disability) *	\$ 323.70	Per Roll Cart Serviced	Annually
Construction & Demolition (C&D) Debris	\$ 24.00	Per ton	
Yard Waste / Land Clearing Debris	\$ 24.00	Per ton	
Bulk Items / Brown Goods	\$ 24.00	Per ton	
Roll Cart Fee	\$ 68.00	Per Roll Cart Serviced	
White Goods / Scrap Metal	\$ 24.00	Per ton	
Waste Tire	\$ 15.00	Per ton	Or \$1.50 each
Mattress / Box Springs	\$ 24.00	Per ton	
Electronic Waste (Broken Televisions or Monitors)	\$ 0.72	Per pound	
Electronic Waste (Intact Televisions or Monitors)	\$ 0.33	Per pound	
Electronic Waste (All other ewaste)	\$ 0.20	Per pound	

Notes - * Initial Solid Waste Service Initiation Fee shall be calculated on a pro rata, per diem basis.

(ATTACHMENT 'A')

Department of Public Works (DPW)
Solid Waste & Recycling Division (SWR)

FY-2X Annual Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Updated: 27-Oct-21

Collection Area	# Customer Roll Carts	Bid Price / Roll Cart (\$) *	Total Monthly Cost (\$)	Comments
1	18,348	\$ 20.00	\$ 366,960.00	
2	10,350	\$ 22.13	\$ 229,045.50	Includes the Town of Blythewood
3	15,678	\$ 18.50	\$ 290,043.00	
4	17,716	\$ 19.23	\$ 340,678.68	
5A	8,627	\$ 21.60	\$ 186,343.20	
5B	1,689	\$ 19.78	\$ 33,408.42	
6	10,529	\$ 19.61	\$ 206,473.69	
7	5,877	\$ 20.48	\$ 120,360.96	
Total	88,814		\$ 1,773,313.45	
Total Monthly Program Cost		\$ 1,773,313.45		
		X 12		
Total Annual Program Cost		\$ 21,279,761.40		
Annual Cost Per Roll Cart Serviced		$\frac{\$ 21,279,761.40}{88,814}$	\$ 239.60	
Monthly Cost Per Roll Cart Serviced		$\frac{\$ 239.60}{12}$	\$ 19.97	
Enhanced (Backyard) Level of Service Multiplier		\$ 19.97		
		X 1.8		
		\$ 35.94		(Signature)
Annual Cost (Standard Level of Service)		\$ 239.60		Certified True and Correct:
Annual Cost (Enhanced Level of Service)		\$ 431.28		County Administrator
				(Insert certification date)

* Note - "Bid Price" is the original bid price as adjusted annually through the application of the CPI through the life of the contract.

(ATTACHMENT 'B')

Department of Public Works (DPW)

Solid Waste & Recycling Division

Richland County Code of Ordinances, Chapter 12 Re-write

Summary of Changes

Updated: 7/13/21

Existing Ordinance			New Ordinance
Article	Section	Title	Comment
I		In General	
	12-1	Dumping within rights-of-way prohibited	Sec 12-60
	12-2	Litter Control	Sec 12-59
	12-3	Scavenging through greenboxes	Sec 12-63
	12-4	Debris on lots	Sec 12-62
	12-5	Penalties	Sec 12-66
	12-6	County landfills not accept garbage, refuse and other waste material generated outside county	Sec 12-52
	12-7	Reserved	NA
	12-8	Reserved	NA
	12-9	Reserved	NA
	12-10	Reserved	NA
II		Collection and Disposal	
	12-11	Applicability	Sec 12-19
	12-12	Definitions	Sec 12-2
	12-13	Administration and enforcement	Sec 12-3
	12-14	General conditions for granting contracts for residential and small business solid waste collection	Redundant - Removed
	12-15	Conditions for residential and small business solid waste collection - Garbage	Sec 12-20
	12-16	Conditions for residential and small business solid waste collection - Yard trash and other household articles	Sec 12-21
	12-17	Additional levels of residential solid waste collection	Sec 12-25
	12-18	Preparation and storage of residential and/or small business solid waste for collection	Sec 12-18
	12-18.1	Exemption from roll cart service and fees for handicapped homeowners	Sec 12-30
	12-19	Transportation of refuse	Sec 12-51
	12-20	Items not covered in residential or small business solid waste collection service	Sec 12-29
	12-21	Unlawful disposal generally	Sec 12-58
	12-22	Collected refuse is county property	Sec 12-65
	12-23	Assessment for residential solid waste collection and small business solid waste collection	Sec 12-13
	12-24	Determination of assessments; inclusion in tax notice	Sec 12-15
	12-25	Lien; hearing required to raise lien amount of charge	Obsolete - Removed
	12-26	County landfill fees	Sec 12-11
	12-27	Corrugated cardboard banned from all landfills	Obsolete - Removed
	12-28	Out-of-county waste banned from all county landfills	Sec 12-52

12-29	Reserved	NA
12-30	Reserved	NA
12-31	Reserved	NA
12-32	Reserved	NA
12-33	Reserved	NA
12-34	Reserved	NA
12-35	Reserved	NA
12-36	Reserved	NA
12-37	Reserved	NA
12-38	Reserved	NA
12-39	Reserved	NA
12-40	Reserved	NA

III	Construction, Modification, Expansion, and/or Operation of Solid Waste Management Facilities, Benefical...		
	12-41	Federal, state and local law	Sec 12-68
	12-42	Reserved	NA
	12-43	Reserved	NA
	12-44	Reserved	NA
	12-45	Reserved	NA
	12-46	Reserved	NA
	12-47	Reserved	NA

CHAPTER 12: GARBAGE, TRASH AND REFUSE*

*Editor's note--At the discretion of the editor, Ord. No. 954-82, effective Jan. 1, 1984, has been included as having superseded §§ 12-2, 12-4, and all of Art. II, formerly comprising §§ 12-11--12-21. Ord. No. 954-82 had been saved from repeal by § 1-10(7); it was not specifically amendatory. The provisions codified as old §§ 12-2, 12-4 and 12-11--12-21 derived from Code 1976, §§ 8-2001--8-2013 and Ord. No. 649-80, effective June 6, 1979.

Cross reference(s)---Dumping on private property, § 2-199; hazardous chemicals, Ch. 13; health, Ch. 14; sewers and sewage disposal; weeds and rank vegetation, § 18-4; § 24-61 et seq.

State law reference(s)--Garbage collection and disposal in counties, S.C. Code 1976, § 44-55-1010 et seq; solid waste collection and disposal by counties, S.C. Code 1976, § 44-55-1210 et seq.

ARTICLE I. IN GENERAL

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized and franchised garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

(Code 1976, § 11-4001; Ord. No. 389-77, § 1, 4-20-77)

Cross reference(s)--See also § 12-21.

State law reference(s)--Similar provisions, S.C. Code 1976, § 16-11-700.

Sec. 12-2. Litter control.

(a) Responsibility of driver. When litter is thrown from a vehicle, the driver shall be held responsible regardless of who throws the litter out of the vehicle.

(b) Procedures. The following procedures shall be followed by refuse control officers when citing violators of this provision of this section:

(1) In accordance with South Carolina Code 1976, section 16-11-710, the county refuse control officers shall hereby be authorized to accept a cash bond in lieu of requiring an immediate court appearance by a person who has been charged in a violation of ordinances and laws relating to litter control. Checks shall be accepted instead of cash.

(2) Refuse control officers shall use Form S-438 when issuing citations.

(3) In cases where bail is accepted by arresting officers, the violator's copy of the summons (blue) shall serve as the receipt for the offender. Bail monies shall be properly secured during nonworking hours by the refuse control officer. Prior to the trial, the arresting officer shall turn the bail bond over to the magistrate who signs the receipt portion of the summons for the arresting officer. Strict accountability shall be required in accordance with established procedures of the county's finance department (Ordinance No. 233-1015-75, Sections 1 and 2).

(Ord. No. 954-82, § 11, 1-1-84)

Sec. 12-3. Scavenging through greenboxes.

It shall be unlawful for any person to rummage through, remove, or salvage items from or otherwise scavenge from or tamper with any county-owned greenbox, solid waste container or the area located around green boxes and containers located within the unincorporated area of the county.

(Code 1976, § 11-1003; Ord. No. 794-81, §§ I, II, 4-2-81; Ord. No. 999-82, § I, 12-1-82; Ord. No. 1907-89, § IV, 9-5-89; Ord. No. 006-02HR, § I, 3-19-02)

Sec. 12-4. Debris on lots.

(a) Definition. For purpose of this section, the term "debris" means refuse, rubbish, trash, garbage, offal, junk, spilth, waste, litter, and/or building materials that are determined to be deleterious to good health and public sanitation.

(b) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the county public works director. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

(c) Duty of owner, etc., to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

(d) Notice to owner, etc., to remove. Whenever the county public works director shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, s/he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(e) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.

(f) Removal by county. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a lien upon the property

affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

(g) Work may be done by county upon request. Upon the written request by the owner or the person in control of any lot or parcel of land covered by this section, and the payment to the county for the services, the department of public services may enter upon any such lands and remove the debris therefrom, the charge and cost of such service to be paid into the county treasury.

(Ord. No. 1130-84, §§ 1-7, 3-6-84; Ord. No. 1611-87, §§ 1-5, 5-5-87; Ord. No. 1843-89, §§ I-III, 3-7-89; Ord. No. 2086-91, §§ I, II, 4-16-91; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-5. Penalties.

(a) If any of the matter or material dumped in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be prima facie evidence that such owner dumped or caused to be dumped such matter or material in violation of this chapter.

(b) Appointed refuse control officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the magistrate's court of the county to answer to the charge of violation of the appropriate section of this chapter.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than five hundred (\$500.00) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

(Ord. No. 954-82, §§ 12-1, 13-1, 13-2, 1-1-84; Ord. No. 023-01HR, § I, 4-17-01; Ord. No. 051-02HR, § II, 9-17-02)

Sec. 12-6. County landfills not to accept garbage, refuse and other waste material generated outside county.

(a) The Richland County Landfill shall not accept garbage, refuse or other waste material which is generated outside of the county.

(b) Before being allowed to dump garbage, refuse, or other waste material in the county landfill, the person dumping said material shall sign a statement authenticating that said material was generated within the county.

(c) Any and each false statement signed by a person dumping material referred to in subsection (b) of this section shall constitute a violation of this chapter.

(d) The term "generated," as used in this section, shall mean the point of origin of garbage, refuse, or other waste material. Sludge from waste treatment plants located outside of the county which treat waste generated in the county may be accepted to the extent that the sludge is generated in the county.

(e) Any dispute as to the point of origin of garbage, refuse, or other waste material shall be decided by the director of public works and utilities.

(Ord. No. 1703-88, § 2, 1-5-88; Ord. No. 1736-99, §§ I-III, 4-19-88; Ord. No. 051-02HR, § II, 9-17-02)

Secs. 12-7--12-10. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 12-11. Applicability.

This article shall apply to the preparation, storage, collection, transportation and disposal of all refuse in the area under jurisdiction of the county council as presently or hereafter established. It shall prescribe rules and regulations relating to collection and disposal of solid waste; prescribing rules and regulations for hauling garbage, refuse and other waste material within and through the county; providing for the proper disposal of solid waste; prohibiting littering and illegal dumping within the unincorporated area of the county, and providing penalties for violation thereof. This article provides for the assessment of service charges to finance the cost of solid waste collection.

(Ord. No. 954-82, § 2, 1-1-84; Ord. No. 093- 05HR, § 1, 12-6-05)

Sec. 12-12. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single lot which contains a total of six (6) or more dwelling units.

Bulk container: A manufacturing container suitable for emptying by mechanical equipment and approved by the director of public works.

Code: The Code of Richland County, South Carolina.

Commercial establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature.

Commercial refuse: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Contractor: The person or persons, partnership, or corporation which has entered into a contract with the county to perform solid waste collection.

County: Richland County, South Carolina.

County administrator: The county administrator or his designated agent.

Disposal facility: Any facility or location where any treatment, utilization, processing or disposition of solid waste occurs.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking and eating and from which the county would collect refuse; excludes commercial, industrial and manufacturing establishments.

Franchise collector: The person or persons, partnership or corporation which has entered into a franchise agreement with the county to perform solid waste collection.

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

Garden and yard trash: Any and all accumulations of grass, leaves, small trees and branches (not exceeding four (4) inches in diameter), shrubs, vines and other similar items generated by the maintenance of lawns, shrubs, gardens and trees from residential properties.

Hazardous materials: Wastes that are defined as hazardous by state law and the state department of health and environmental control regulations.

Health officer: The county health officer or his authorized deputy, agent or representative or other person as the county council may designate in lieu of such health officer.

Household trash: Any and all accumulations of materials from the operation of a home which are not included within the definition of garbage. Household trash shall include all bulky appliances, furniture, boxes and yard toys.

Industrial waste: Any and all debris and waste products generated by canning, manufacturing, food processing (excluding restaurants), land clearing, building construction or alteration and public works type construction projects whether performed by a governmental agency or by contract.

Refuse: Includes both garbage and trash as defined in this section.

Residential property: Property which contains residential dwelling units other than those defined in this section as apartments.

Residential refuse: Refuse generated by residential property as defined in this section.

Roll cart: Garbage containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store garbage between collections by franchise collectors.

Sanitary landfill: The method of disposing of refuse by placing an earth cover thereon which meets the regulations of the state department of health and environmental control.

Small business: Any business entity registered with the Secretary of State that produces no more solid waste during any County defined solid waste collection cycle than will fill two (2) County-issued roll carts.

Special material: These are bulky materials or other special wastes that are not stored in roll carts and cannot be picked up by a normally used collection vehicle.

Trash: Unless specifically provided to the contrary, shall include and mean household trash and garden and yard trash as defined herein.

(Ord. No. 954-82, § 3, 1-1-84; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-13. Administration and enforcement.

(a) The director of public works shall be responsible for the administration and enforcement of the provisions of this article. He or she may request assistance from the various departments and other officials of the county as may be necessary for the orderly implementation of this article. Regulations promulgated to carry out this article shall be subject to prior review and approval of county council.

(b) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the refuse control officers when requested by them. (Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-14. General conditions for granting contracts for residential and small business solid waste collection.

(a) The entire unincorporated area of the county shall be designated as a roll cart service area and shall be divided into eight (8) service areas with these areas to be plainly outlined on a map of the county. Such maps shall be made a part of the contract with the collectors and shall be available for public inspection..

(b) Contracts shall be obtained as follows:

(1) After the initial awarding of the service areas, the option to bid on any or all of the service areas shall be open to all contractors, or subcontractors, who are garbage collectors for the county, or said areas may be awarded through open, competitive bidding.

(2) If all service areas are not successfully awarded through the above method, areas shall be awarded pursuant to the Richland County Code of Ordinances, Chapter 2, Article X, Division 2, Competitive purchasing policy. Anyone submitting a bid or proposal must meet all qualifications and criteria set forth for collectors.

(3) A lone bid or proposal for a specific service area shall not warrant automatic award of the franchise to the lone bidder or proposer.

(4) Should any contractor, or subcontractor, be found to be involved in collusion, in any way, through his or her own acts or those of any agent, said contractor or subcontractor, shall be disqualified from bidding or proposing.

(5) Successful contractors shall offer to purchase existing solid waste collection vehicles from current contractors within the respective service areas who were unsuccessful in renewing or renegotiating a contract. The value of the equipment will be determined by an independent appraiser.

(6) Successful contractors will be encouraged to hire employees of current contractors, within the respective service area, who were unsuccessful in renewing or renegotiating a contract.

(7) a. In the event that a contractor shall lose his contract through the expiration of his or her contract through the expiration of the contract or otherwise, or in the event that he or she subcontracts his or her area, then county council may, at its option, do any of the following:

1. Contract with the subcontractor without competitive bidding, pursuant to section 2-612(c)(3) and (10);

2. Open the area to competitive bidding by the contractors authorized to operate in Richland County; or

3. Open the area to competitive public bidding.

b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights under the contractor's franchise to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

c. In the event that a contractor who is a partnership, corporation, or entity other than an individual fails to obtain the prior written approval of the county administrator as required by section 12-14(b)(7)b. above, the county may competitively bid such contractor's service area.

(c) Monthly payments shall be made by the director of finance to the contractors. The contractors shall be allowed to petition county council for payment increase, based upon significant change of circumstances in the cost of delivering collection services.

(d) Collectors shall not be permitted to change boundaries of collection areas or to enter into agreements with subcontractors without prior written approval of the county administrator.

(e) All collectors under contract with the county shall continue service to customers as outlined in the contract.

(f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her franchise.

(g) The county administrator shall make available to the contractors any information gathered by the county which might assist the collector in submitting his or her cost and/or bid.

(h) Contractors shall not be required to pay the standard landfill dumping fees for residential solid waste or for small business solid waste delivered to the Richland County Landfill.

(i) Contracts with the franchise shall be for a period not to exceed five (5) years.

(j) Any contract may be extended at the option of county council and the contractor for a period not to exceed five (5) years, notwithstanding any contract language to the contrary. Any subcontractor who has assumed the duties and responsibilities of another contractor may, at the option of county council, be substituted as the original contractor of the service area.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1859-89, § I, 4-18-89; Ord. No. 1917-89, § I, 10-3-89; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-15. Conditions for residential and small business solid waste collection--Garbage.

(a) Garbage shall be collected only by collectors who are franchised by the county.

(b) Garbage shall be collected in the entire unincorporated portion of the county by roll cart service under the following conditions:

(1) One (1) roll cart shall be issued to each household in the unincorporated area of the county. The roll carts remain the property of the county for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the franchise collector. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

(3) Except as described in section 12-17(b) and (c), *infra*, roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the day of collection.

(4) For residential collection, garbage in excess of the capacity of the roll cart will be collected if placed in plastic bags and placed at curbside along with the roll cart.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-16. Conditions for residential and small business solid waste collection--Yard trash and other household articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.

(2) Yard trash and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.

(3) Within one (1) week of each month, contractors shall remove all household/business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-17. Additional levels of residential solid waste collection.

(a) Citizens living more than three hundred (300) feet from a public road may use either roll carts or other suitable containers to place solid waste awaiting collection. If a roll cart is not used by the property owner, payment for the cart will not be assessed.

(b) Handicapped citizens may receive backyard service for garbage collection. This special exception may be granted when the appropriate county official determines that there is no person living in the house who is physically capable of rolling the cart to and from the curb. In such instances, the cart will be dumped only once per week, on the second day of collection (Thursday or Friday). Provided, however, that yard trash will be collected only from the nearest public road, as set forth hereinabove.

(c) Subdivisions desiring a higher level of service may request backyard pick-up pursuant to the following conditions:

(1) The subdivision must have a duly organized homeowners' association and such request shall be made by said association.

(2) At the time that the homeowners' association requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant, or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the president and secretary of the homeowners' association; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.

(3) At the time that the homeowners' association makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.

(4) The cost of the higher level of roll cart service (backyard pick-up) shall be placed on the tax bills of all residents in the subdivision, however, said cost shall not exceed 1.8 times the basic curb service charge. In addition to the garbage collection charge, the county shall be entitled to collect the total cost of administering this program, which shall be divided among the individual homeowners on an equitable basis by the finance department annually.

(5) All requests for the higher level of service (backyard pick-up) shall be made to and approved by the county administrator.

(6) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1567-86, § 1, 12-30-86; Ord. No. 093-05HR, § 1, 12-6-05)

Sec. 12-18. Preparation and storage of residential and/or small business solid waste for collection.

(a) It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all refuse properly, including garbage and

trash, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be placed in plastic bags alongside carts on collection days.

(b) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

(c) Each owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or a public thoroughfare adjoining his or her property. Unlicensed automobiles and other vehicles shall not be permitted to be kept except at appropriate commercial establishments. Removal and disposal of unlicensed vehicles shall be the responsibility of property owners where such vehicles are located.

(d) It shall be a violation of this article to place or cause to be placed in any refuse can or bulk container for collection any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.

(e) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of refuse shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.

(f) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.

(g) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-18.1. Exemption from roll cart service and fees for handicapped homeowners.

There is hereby provided an exemption from roll cart service and fees for handicapped homeowners in the unincorporated areas of the county. Such handicapped homeowners shall apply for said exemption at the solid waste division of the public works department. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal.

The director of public works shall recommend approval or denial of the handicapped homeowners application for exemption from roll cart service and fees. Final approval or denial of exemption from roll cart service and fees shall be made by the county administrator.

(Ord. No. 1926-89, § I, 11-7-89; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-19. Transportation of refuse.

(a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.

(b) It shall be a violation of this article for any person not authorized by the county to collect and haul any refuse other than that arising from his or her own accumulation within any area of the county in which refuse collection service is maintained by the county.
(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-20. Items not covered in residential or small business solid waste collection service.

(a) Dead animals. Dead animals, other than household pets, shall not be collected. Dead household pets shall be collected by the county animal care department if placed in plastic bags at curbside and if that department is notified. All other dead animals shall be the responsibility of property owners.

(b) Building materials. The county shall not be responsible for collecting or hauling discarded building material, dirt, rock or industrial and hazardous waste.
(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-21. Unlawful disposal generally.

(a) It shall be unlawful for any person, firm, or corporation to dump or cause to be dumped any garbage, trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, anywhere in the unincorporated area of the county except at approved sanitary landfills.

(b) The above provisions shall not apply to the dumping on private property, with the owner's written permission, of sand, dirt, broken brick, blocks, or broken pavement or other suitable material for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 006- 02HR, § II, 3-19-02; Ord. No. 093-05HR, § I, 12- 6-05)

Sec. 12-22. Collected refuse is county property.

All refuse collected by county forces or collectors under contract with the county shall be disposed of and/or delivered to such places and used for such purposes as may be ordered by the county.

(Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 093- 05HR, § I, 12-6-05)

Sec. 12-23. Assessment for residential solid waste collection and small business solid waste collection.

(a) Residential. Owners of residential property in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge for the purpose of financing the collection of solid waste. The assessment for solid waste collection shall reflect a level of service and benefit provided to the owner and shall be determined by the county council. The procedures for collecting the assessment for solid waste collection for new houses shall be as follows:

(1) Before issuing a certificate of occupancy pursuant to section 6-57 of this Code, the director, solid waste management department shall collect from the applicant an amount of money equivalent to the pro rata portion of solid waste assessment for the year in which the applicant is seeking the certificate.

(2) Beginning with the first calendar year after which the certificate of occupancy pursuant to section 6-57 of this Code applied for, the assessment for such services shall be collected through a uniform service charge added to the annual real property tax bill. Furthermore, all penalties applicable to delinquent payment of property taxes shall apply to the uniform service charge for solid waste collection.

(b) Businesses and commercial enterprises. Businesses and commercial enterprises (other than small businesses) shall not be provided garbage collection service by the county; therefore, they shall not be assessed a charge. These activities shall be responsible for the disposal of their garbage, refuse and industrial waste.

(c) Small businesses. Owners of small business in the unincorporated area of the county, as currently or may hereinafter exist, shall be assessed a service charge two (2) times the residential rate per roll-cart for the purpose of financing the collection of solid waste. (Ord. No. 1517-86, § 1, 8-5-86; Ord. No. 1849-89, § I, 3-21-89; Ord. No. 1918-89, § I, 10-3-89; Ord. No. 020-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-24. Determination of assessments; inclusion in tax notice.

The county council shall annually determine the assessments to be levied for garbage services, based upon, among other things, the level of services provided the property, the amount of funds required to finance solid waste collection, and the benefit received by the property and advise the auditor of the assessment to be collected. It shall be the duty of the auditor to include the assessment with the annual property tax notices. The county director of finance shall establish a solid waste collection fund and all receipts collected by the treasurer from the assessments for the purpose of solid waste collection shall be credited to the fund.

(Ord. No. 954-82, § 4-3, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-25. Lien; hearing required to raise lien amount of charge.

(a) If the notice or notices prescribed by subsection (b) shall have been given and the hearing required pursuant thereto shall have been held, all solid waste collection service charges imposed by the county pursuant to this article and not paid when due and payable shall constitute a lien upon the real estate to which the solid waste collection service concerned relates so long as the charges remain unpaid. It is the intention of the county that in addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.

(b) Prior to the furnishing of any solid waste collection service for which the prescribed service charge shall, pursuant to subsection (a), become a lien on the property affected and prior to any subsequent increase in any solid waste collection service charge, county council shall hold a hearing on the proposed charges providing property owners an opportunity, if desired, to appear and be heard in person or by counsel before the county

council. Not less than ten (10) days' published notice of this public hearing shall be given in a newspaper of general circulation in the county. Such notice shall state the time and place of the public hearing and shall notify property owners of the nature and quantum of the proposed service charges. Following such hearing, action shall be taken by the county council and published notice of its decision shall be given in a newspaper of general circulation in the county, not less than ten (10) days prior to the effective date of the charges. This notice shall set forth the charges being imposed in such a manner as to notify property owners thereof. Any property owner aggrieved by the action of the county council may proceed by appeal in the court of common pleas for the county, to have such court review the action taken by the county council at which time the court will determine the validity and reasonableness of the solid waste service charge. Solid waste collection service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The appeal provided for herein shall be pursuant to the provisions of chapter 7 of Title 18, of the South Carolina Code of Laws, 1976, providing for appeals to the court of common pleas. (Ord. No. 954-82, §§ 4-4, 4-5, 1-1-84; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-26. County landfill fees.

The following fees shall be charged for all materials dumped in a county landfill:

- (a) Normal garbage and trash: Twenty four dollars (\$24.00) per ton.
- (b) Tires: Thirty dollars (\$30.00) per ton.
- (c) DHEC-controlled waste: Thirty dollars (\$30.00) per ton.
- (d) Baled nylon filament: Twenty dollars (\$20.00) per ton.
- (e) Waste containing nylon filament: One hundred dollars (\$100.00) per ton.

(Ord. No. 1703-88, § 1, 1-5-88; Ord. No. 1906-89, § 1, 9-5-89; Ord. No. 2023-90, § I, 9-4-90; Ord. No. 2144-91, § I, 10-15-91; Ord. No. 018-95HR, § I, 3-21-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-27. Corrugated cardboard banned from all landfills.

(a) Corrugated cardboard shall be banned from all county operated landfills located in the unincorporated areas of Richland County. This ban does not apply to any construction and demolition landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this program; to inspect all loads designated for any county operated landfill located in the unincorporated areas of the county to insure compliance with this section; to inspect such loads for corrugated cardboard content; and to impose such surcharges as set forth herein for violations of this section.

(c) The manager of the solid waste division of the public works department and/or his or her designees, shall issue a warning for any first occurrence where a load is found to consist of more than ten percent (10%) corrugated cardboard. Upon a second occurrence, the Director and/or his or her designees, shall impose a charge of forty eight dollars (\$48.00) per ton for loads that consist of more than ten percent (10%) corrugated cardboard. This amount will be the entire tipping fee charged for such loads. For any third

or subsequent occurrence, a charge of seventy two dollars (\$72.00) per ton shall be collected.

(d) The manager of the solid waste division of the public works department and/or his or her designees, shall be authorized to establish recycling centers throughout the county to accept corrugated cardboard and other recyclable materials.

(Ord. No. 024-95HR, § I, 5-2-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-28. Out-of-county waste banned from all county landfills.

(a) All solid and other wastes generated from outside the boundaries of the county are banned from being dumped in any county operated landfill.

(b) The manager of the solid waste division of the public works department and/or his or her designees, are hereby authorized to implement such programs and procedures as deemed necessary to further implement this ban; to inspect all loads designated for the county landfill(s) for any violations thereof; and to issue warrants according to law for any violations of this section.

(c) Any residential and/or small business solid waste collector found in violation of this section by the county council shall forfeit their contract with the county.

(d) The manager of the solid waste division of the public works department may seek an injunction to enforce the provisions of this section.

(e) Violations of this section shall be deemed to be a misdemeanor, and any shall subject the violator to a fine not exceeding one thousand dollars (\$1,000.00), imprisonment not exceeding thirty (30) days, or both.

(Ord. No. 045-95HR, § I, 6-6-95; Ord. No. 093-05HR, § I, 12-6-05)

Sec. 12-29--12-40. Reserved.

ARTICLE III. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Editor's note--Nonamendatory Ord. No. 065-94, §§ III--VIII, adopted Sept. 6, 1994, has been included herein as a new Art. III, §§ 12-41--12-46, at the discretion of the editor.

Cross reference(s)--Hazardous materials, § 13-1 et seq.; zoning, Chapter 26.

Sec. 12-41. Federal, state and local law.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all federal and state rules and regulations, and all local zoning land use and other applicable local ordinances.

(Ord. No. 008-09HR, § I, 3-4-08)

Sections 12-42 – 12-47. Reserved.



Agenda Briefing Addendum

Prepared by:	Christopher S. Eversmann, PE	Title:	Deputy Director
Department:	Public Works	Division:	
Contributor:	John Ansell	Title:	Solid Waste & Recycling General Manager
Date Prepared:	December 1, 2021	Meeting Date:	December 16, 2021
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee:	Development & Services		
Agenda Item:	Chapter 12 Re-write		

COUNCIL INQUIRY # 1:

Some items are repeated and/or possibly need to be “lumped” in a general category to address the entire program (e.g. Sec. 20-20, 20-22, 20-28, 12-30).

Reply:

In this re-write of Chapter 12, Staff members attempted to retain some of the ordinance organization and language where deemed appropriate. Though there are some common aspects between program elements (such as curbside collection of Garbage and Recycling), we believe that the organization of the re-written ordinance is appropriate, logical, and facilitates easy reference. Combining established sections may undermine this.

Please see the response below to Council Inquiry # 5 regarding combining “Enforcement” Articles / Sections.

Otherwise, Staff recommends that this wording and organization remain.

COUNCIL INQUIRY # 2:

Highlighted a portion of section 12-2, paragraph B referencing bulk waste: “...and any such other item of such weight that two adults cannot easily lift (?)”

For example, how do you get rid of those items?

Reply:

Bulk items that are too large for pickup by the curbside program can be disposed of free-of-charge at the Richland County C&D Landfill or the Lower Richland Drop-Off Center.

Though this wording is somewhat subjective, we believe that it communicates a reasonable size / weight limitation and can be practically applied in the field.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 3:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (b): "...can be identified as having last belonged to, been in possession of, sent to..."

I could give to someone for disposal and it inadvertently gets "littered" but not intentionally; especially due to penalty of jail/time

Reply:

This wording is identical to that in the current ordinance (Section 12-5, (a)). As a matter of practice, this provision is typically applied to the illegal dumping of garbage. Also, intention is difficult to prove, so it is not included in cases brought before a Magistrate. This standard is applied to a vast majority of illegal dumping prosecutions which we bring before Magistrates. Without it, we believe that we would be severely limited in our enforcement ability and effectiveness. We strongly recommend against any alteration or elimination.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 4:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (c): "Solid waste placed at curbside for collection shall be considered property of the County..."

Can this hold up legally? If I toss furniture, [illegible], or ?, it's considered "abandoned at the curb, so how is it Richland County property?

Reply:

This reflects re-wording of Section 12-3 in the current ordinance whose intention is to establish a definite time when ownership of solid waste transitions from the disposer to the collector (*i.e.* – the County) and to prohibit scavenging. The title of Section 12-22 of the current ordinance also suggests this intent.

Items placed at curbside are presumed to be there for collection and are treated as solid waste.

Though some customers might not object to their solid waste and bulk items being inspected and taken by others, this is not universal.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 5:

Highlighted a portion of section 12-3 Enforcement, sub-paragraph (e) referencing Refuse Control Officers

See page 44, 12-66

Reply:

If so directed, Staff can incorporate Sections 12-3 (“Enforcement”) and 12-4 (“Penalties”) into Article VIII (“Enforcement”) and does not recommend against that action.

COUNCIL INQUIRY # 6:

Highlighted a portion section 12-13 Partial Year Assessments for the Residential / Small Business Curbside Collection Program: “Partial Year Fee” sub-section (b) “computed on a pro rata basis...”

What if you get a CO, but it’s For Sale and not sold for six months +/-, why do I pay?

Reply:

The issuance of a Certificate of Occupancy (CO) has been the established standard for the commencement of curbside collection service fees for many years. It is a set, irrefutable date that is both standard and well-established. Variance from this would place an unmanageable burden on Staff members to try and determine on a case-by-case basis the date of move-in and when actual, continuous occupancy commenced. This standard is accepted by the development community and has not been the source of complaints.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 7:

Highlighted a portion of Section 12-15 Determination of assessments; inclusion in tax notice, sub-paragraph (a): “...multiplier...”

How is it determined and why?

Reply:

The 1.8 multiplier is a previously established carry over from the current ordinance (please see Section 12-17, (c), (4)). This connection between standard and enhanced service-levels acts as a “check-and-balance” to ensure that these well-defined, established service levels maintain connectivity and that one service level does not inappropriately undermine or subsidize the other.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 8:

Highlighted a portion of Section 12-20 Garbage, sub-paragraph (c): “...if requested and paid for...”

Are they also charged more for pickup of two carts vs residential carts?

Reply:

Charges are based on the number of garbage roll carts issued and serviced. A service location with two roll carts will pay twice the amount of that with a single roll cart.

COUNCIL INQUIRY # 9:

Highlighted a portion of Section 12-20 Garbage, sub-paragraph (d): "...removed from curbside..."

In rural areas, many carts remain near/at the road

Reply:

This is reflected in the existing ordinance (Please see Section 12-15, (b), (3)). From current practice, in rural areas, removal of roll carts from roadside suffices for compliance with this provision.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 10:

Highlighted a portion of section 12-20 Garbage, sub-paragraph (e): "...small quantities..."

Pg. 44, 12-67, (b) does not limit to this

Reply:

This wording reflects current practice and is generally a carry forward of Section 12-15, (b), (4) of the current ordinance. Staff is of the opinion that the subjectivity of words such as "small" and "neatly" is outweighed by their practical understanding and application in the field.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 11:

Highlighted a portion of section 12-21 Yard Waste, sub-paragraph (b), section 1: "...shall be collected on a designated day..."

How do we know what day that is?

Reply:

Collection days for the various waste types are well-established and vary by Collection Areas. They are available through the Solid Waste Mobile App, the County web site, or through inquiry of Ombudsman or Solid Waste Staff. This wording sets the requirement that collection days be established and not vary.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 12:

Highlighted a portion of section 12-21 Yard Waste, sub-paragraph (b), section 3: "...Waste generated from clearing a lot or cutting shrubbery..."

Why not?

Reply:

Section 12-21 of the proposed ordinance expands upon Section 12-16 of the current ordinance. It represents an effort to better define the intent of the curbside collection program (maintenance of residential properties) as opposed to lot clearing, tree removal, or extensive landscaping projects performed by contractors.

With that said, the removal of a shrub by a homeowner, as long as it otherwise meets the established length / diameter limitations (4' / 4"), should not be prohibited. We recommend the following:

Section 12-21, (b), (3) – "...Waste generated from clearing a lot ~~or cutting shrubbery...~~"

Otherwise, staff recommends that this wording remain.

COUNCIL INQUIRY # 13:

Highlighted a portion of Section 12-23 Bulk Items: "Limit of four items per appointment request."

Any limits to the number of times you can request this?

Reply:

There is a limit placed on the number of bulk items for a single pickup request, but there is not a limit on the number of requests for pickup that can be submitted.

COUNCIL INQUIRY # 14:

Highlighted a portion of section 12-28 Roll Carts: "...Fee may be charged..."

Repeat; also said later.

Reply:

Please see Section 12-14 of the re-written ordinance. This section requires that all solid waste fees be reviewed, published, and approved by County Council on an annual basis. Use of the word "may" ensures maximum flexibility in the alteration, modification, and other changes to future programs without the need for an ordinance change, but retains Council control of the solid waste revenue process.

COUNCIL INQUIRY # 15:

Highlighted portions of Sections 12-35, 12-36, 12-37, 12-38, 12-39: "...quantity limitations..."

These should all be set out so people know in advance and don't show up with four items and are limited to three.

Reply:

The ordinance establishes broad responsibilities. The intention of these sections are to authorize the Director of Public Works to place quantity limitations based on the physical conditions at specific drop-

off centers and levels of service peculiar to facilities as they exist now and in the future. These limitations are established and posted at the individual locations.

COUNCIL INQUIRY # 16:

Highlighted portions of Sections 12-52: “Fee may”

Fee will. Don’t do for fee.

Reply:

Concur that Section 12-52 is not properly worded. Recommend that following:

Remove – ~~“Fees may be charged in a consistent, uniform, and equitable manner.”~~

Insert – “Fees may be charged. If such fees are established and approved by County Council, they will be applied in a consistent, uniform, and equitable manner.”

An example of this is that fees at Solid Waste Facilities are not charged to private citizens, but are charged to commercial users. Please see response to inquiry # 14 above.

COUNCIL INQUIRY # 17:

Highlighted Sections 12-61

Same as 12-51.

Reply:

These Sections are similar, but not identical. Please see reply to Council Inquiry # 1. Though there is some degree of redundancy, we believe that it is minor and that the benefit of ease-of-reference outweighs this concern. Also, there are no inconsistencies.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 18:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (a): “residential area”; “residential use”

Not in definitions, define.

You can have over 100 acres and have a pile of recyclable materials you get rid enough when you have enough, is [illegible] only in developments?

Reply:

There is a definition of “Residential Property” in the proposed ordinance, but not “Residential Area.” This is consistent with the current ordinance.

Otherwise, this section is brought forward from Section 12-4 of the current ordinance.

Staff recommends addition of the following definition to Section 12-2 of the proposed ordinance:

Residential Area – Multiple, contiguous Residential Properties zoned as such as well as a neighborhood or a subdivision.

COUNCIL INQUIRY # 19:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (c): “It shall be sufficient...”

Must be sent to some address if the tax notice is sent.

Reply:

This section is brought forward verbatim from Section 12-4 of the current ordinance. Current staff practice is to use every form of formal (written) communications means possible. Certified letters are often ignored and can, in effect, make enforcement virtually impossible.

Staff recommends that this wording remain.

COUNCIL INQUIRY # 20:

Highlighted portions of Sections 12-62 Debris on Lots, paragraph (d), (e): “...or deposited in the United States mail...”

Omit 10 days of signature; do not post evet.

Reply:

The ten day period is the current standard contained in Section 12-4, (e) of the current ordinance. It is believed that this is an effort to ensure that the property owner has some reasonable time to respond before legal enforcement proceedings begin

Please see response to Council Inquiry # 19 above.

COUNCIL INQUIRY # 21:

Highlighted Sections 12-63 Scavenging

No if by [illegible].

Reply:

This provision, slightly edited to reflect current practices, is brought forward from Section 12-3 of the current ordinance. Please see response to Council Inquiry # 4 above.

Staff recommends that this wording remain.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Staff recommends that, to the maximum extent possible, Council-directed edits to the re-written ordinance be consolidated and executed at a single time (between readings). This will certainly simplify understanding and consideration.

ATTACHMENTS:

1. Comments/Inquiries from Councilmember Malinowski



Agenda Briefing

Prepared by:	Chris Eversmann, PE	Title:	Deputy Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	October 27, 2021	Meeting Date:	November 18, 2021
Legal Review	Elizabeth McLean via email	Date:	November 09, 2021
Budget/Finance Review	Stacey Hamm via email	Date:	November 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Development & Services		
Subject:	Richland County Code of Ordinances, Chapter 12		

STAFF'S RECOMMENDED ACTION:

Staff recommends the approval of the re-write of the Richland County Code of Ordinances, Chapter 12, renamed "Solid Waste, Recycling, and Public Sanitation."

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This re-write of Chapter 12 of the Richland County Code of Ordinances will generally be revenue / cost neutral in the short term (six-months to one-year). However, it may have positive fiscal impacts in the mid-to-long term (two-years and beyond):

- Place realistic limits on yard waste, bulk items, and white good collected at curbside;
- Define Municipal Solid Waste (MSW) Management program elements and their revenue source;

These improvements will help contain costs of future County MSWM Program as well as ensure that millage and fees are appropriately set.

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

None.

REGULATORY COMPLIANCE:

This proposed ordinance is consistent with provisions of the South Carolina Solid Waste Policy and Management Act of 1991.

*ATTACHMENT 1 - P. 19
" 2 - P. 48
" 3 - P. 50 - did one? YES*

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This Ordinance is completely restructured and rewritten in an effort to:

- Address / define current County Solid Waste Management (MSWM) Programs;
- Update terminology;
- Reflect / codify best practices;
- Address / define the Solid Waste Fund and revenue sources;
- Eliminate unnecessary redundancy with other Ordinance Chapters;
- Establish and document procedures for the annual calculation of uniform fee for the Residential / Small Business Curbside Collection Program;
- Encourage the best practice for yard waste to be bagged, boxed, or bundled;
- Provide a comprehensive, updated Definitions Section;
- Add a description of the County’s Recycling Program;
- Maintain the 1.8 multiplier factor between standard and enhanced curbside collection program levels of service. *(How/why was this figure chosen?)*

The re-written Ordinance is contained in Attachment ‘A’ to this briefing. A Summary of Changes chart is included in Attachment ‘B’, and the current ordinance is included in Attachment ‘C’ to this briefing.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Some minor edits and corrections from the original submission in July have also been made:

- Bagging, bundling, and boxing of yard waste is encouraged (not required);
- Added a statement prohibiting the placement of yard waste piles within the traveled way of the road;
- Added hyphens to “Drop-Off Center”;
- Changed 90-gallon roll cart references to 96-gallon;
- Corrected enhanced service multiplier on the calculation form (Attachment B) from 2.0 to 1.8 (as is stated in the body of the ordinance);
- Added a note on the calculation form that clarified that “Bid price” is the original bid price as adjusted annually by the CPI.

ATTACHMENTS:

1. Draft ordinance with attachments
2. Summary of changes
3. Current ordinance

- Some items are repeated + poss. need to be "lumped" in a general category to address entire program, e.g. Sec. 20-20, 20-22, 20-28, 12-30

CHAPTER 12: SOLID WASTE, RECYCLING, AND PUBLIC SANITATION

ARTICLE I. ADMINISTRATION

Sec. 12-1. In General.

Richland County shall manage the solid waste stream on behalf of its citizens in order to preserve and protect public health and welfare and to promote a suitable quality of life for residents and visitors. It shall perform these missions with appropriate staff, equipment, programs, and facilities and in accordance with applicable Federal and State Laws and Regulations. The task of solid waste management shall be discharged by the Director of Public Works.

Sec. 12-2. Definitions.

Any definitions contained herein shall apply unless specifically stated otherwise. In addition to the definitions contained in this chapter, the articles of this chapter shall adopt by reference the definition of terms (to the extent they are not inconsistent with definitions specifically contained herein) defined in the South Carolina Solid Waste Policy and Management Act of 1991, South Carolina Code Section 44-96-10, et seq. and in any regulations promulgated pursuant thereto. Any term not specifically defined will be construed pursuant to its plain and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

-A-

Agricultural operation: Raising, harvesting, or storing crops or feed, breeding or managing livestock, including the preparation of the products raised thereon for human use and disposed of by marketing or other means. It includes, but is not limited to, agriculture, grazing, horticulture, forestry, and dairy farming.

Apartment: Any building containing more than four (4) contiguous dwelling units or any group of buildings or mobile homes located on a single parcel that contains a total of six (6) or more dwelling units regardless of ownership of the dwelling units.

-B-

Bulk Waste ("Bulk Items"): Large appliances, air conditioners, furniture, mattresses, box springs, yard furniture, large toys, grills, push mowers, bicycles, and playground equipment. The following items are not considered bulk waste: Gym / exercise equipment, pianos, organs, pool tables, electronics, riding mowers, automotive equipment, fencing, decks, swimming pools (any size except small form plastic pools), animal shelters, demolition debris, building debris and any other item of such weight that two adults cannot easily lift.

? how do you get rid of these items

? for good example

Bulk Waste Container (a.k.a. – “Roll Off container”): A manufactured container suitable for emptying by mechanical equipment.

-C-

Class Three Waste: Non-hazardous commercial and industrial wastes that are permitted by SCDHEC to be disposed of in a Class Three landfill. See also: Municipal Solid Waste (MSW) and Garbage.

Class Two Waste: The waste streams listed in Appendix I, Acceptable Waste For Class Two Landfills, of SC Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The list will be posted at each County disposal facility. See also: Construction and Demolition (C&D) Waste.

Code: The Richland County, South Carolina Code of Ordinances.

Collection Area: A quasi-official subdivided area of the County for the purpose of solid waste management program administration.

Commercial Establishment: Any hotel, apartment, rooming house, business, industrial, public or semi-public establishment of any nature. See also: Apartment.

Commercial Waste: Trash and garbage generated by apartments, operation of stores, offices, restaurants and other places of business and industrial establishments (excluding industrial waste as defined herein).

Construction and Demolition (C&D) debris: Any discarded solid wastes resulting from construction, remodeling, repair, and demolition of structures, and road construction. The wastes include, but are not limited to, bricks, concrete, other masonry materials, lumber, road spoils, and paving materials, but do not include solid waste from agricultural operations or Garbage.

Contaminant / Contamination: Generally applied in the context of recycling. Items, to include plastic bags, garbage, or items not approved for the County’s Recycling Program, intermingled with items intended for pickup. The presence of this contamination may preclude pickup, causing an interruption of efficient collection operations. See also: “Non-compliant Pile / Roll Cart”, “Mixed Pile”, and “Mixed Waste.”

County: Richland County, South Carolina.

County Administrator: The Richland County Administrator.

County Council: The governing body of Richland County, South Carolina.

Curbside: The area within the right-of-way or easement immediately adjacent to a public road, highway, street, etc. For purposes of this ordinance chapter, curbside will be considered as the area within six (6) feet of the edge of the public road, highway, street, etc., unless deemed otherwise by the Director. Curbside shall not extend past the road right-of-way or easement except in those cases where the road right-of-way or easement ends at the edge of the traveled way of the road.

Curbside Collector: (a.k.a. – Collections Contractor) The person that has entered into a contract with the County to provide specified solid waste curbside collection services. The solid wastes eligible for curbside service from dwelling units and small businesses are: garbage, household waste, yard waste, recyclables, bulk items, and white goods as defined herein.

-D-

Debris: Includes, but is not limited to, miscellaneous equipment, yard toys, furniture, packaging items, shipping containers, waste tires, construction and demolition (C&D) waste, bricks, blocks, concrete, asphalt, metals, lumber, trees, tree limbs, tree stumps, brush or parts thereof, or stumps, and/or building materials or solid waste of any description that are deemed by the Director or designee to be a nuisance, potentially deleterious to public health, public sanitation and/or public safety.

Department: The Richland County Department of Public Works.

DHEC: The South Carolina Department of Health and Environmental Control.

Director: The Richland County Director of Public Works.

Disposal: The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, whether intentional or unintentional, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Disposal Facility: All contiguous land, structures, other appurtenances and improvements on the land used for treating, storing, or disposing of solid waste pursuant to a solid waste disposal permit issued by DHEC. A facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Domicile: A residential dwelling to include single and multi-family configurations.

Dumpster: A type of movable waste container designed to be brought and taken away by a special collection vehicle, or to a bin that a specially designed garbage truck lifts, empties into its hopper, and lowers, on the spot. The word is a generic trademark of Dumpster, an American brand name for a specific design.

Dwelling unit: One or more habitable rooms which are intended to be occupied by one (1) family with facilities for living, sleeping, cooking, and eating and from which the County would collect solid waste; excludes commercial, industrial and manufacturing establishments.

-G-

Garbage: All accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive smells or odors, or which during and after decay may serve as breeding or feeding material for flies and/or germ-carrying insects or vermin; bottles, cans or food containers which due to their ability to retain water can serve as a breeding place for mosquitoes and other water-breeding insects.

-H-

Hazardous waste: Those wastes that are defined as hazardous in Section 44-56-20 of the South Carolina Hazardous Waste Management Act.

Household: One or more people who occupy a dwelling unit as their usual place of residence.

Household Hazardous Waste: Any commonly used household hazardous material that is not regulated as hazardous waste when disposed of. This includes, but is not limited to, insecticides, pesticides, petroleum-based paints, lubricants, fertilizers, cleaning agents and polishing compounds. For purposes of this definition, household hazardous waste does not include gasoline or motor oil.

Household Quantities: Quantities of solid waste reasonably generated in the course of typical daily domestic activities from a dwelling unit. Household quantities typically would fit into the assigned roll cart.

-I-

Illegal Dump: A solid waste or debris pile of any size that was placed in an unauthorized location for an unauthorized purpose.

Illegal Pile: A non-compliant pile of solid waste that has not been made compliant for collection over a 15-day period of time and is, therefore, in violation of this ordinance and subject to enforcement action.

Industrial waste: Solid waste generated from industrial or manufacturing processes including, but not limited to, factories and treatment plants.

Intergovernmental Agreement (IGA): An agreement for services between the County and another governmental entity (often contained herein) whether Federal, State, or local and any department, division, unit or subdivision thereof.

-L-

Legal residence: A residential dwelling unit that is occupied by the owner of the dwelling unit, thus designated their legal residence by the county Tax Assessor. Owners may designate only one legal residence in the state.

Litter: Waste products that have been discarded, intentionally or unintentionally, without consent, at an unsuitable location. Includes items blown or thrown from a vehicle or property.

-M-

Materials Recovery Facility (MRF): A specialized facility that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Mixed Pile: A solid waste pile, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which intermingles incompatible waste types and, therefore, cannot be efficiently collected for transportation and disposal. See also "Non-compliant Pile."

Mixed Waste: The intermingling of incompatible waste types (such as yard waste and garbage).

Municipal Solid Waste (MSW): Everyday items that are used and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. See also "Garbage."

Municipal Solid Waste Management (MSWM): A broad term that describes various policies, procedures, programs, and services that are directly or indirectly related to the safe and efficient management of the Solid Waste Stream on behalf of a Community.

-N-

Non-compliant Pile / Roll Cart: A solid waste pile or Roll Cart, placed at curbside by the homeowner for the purpose of collection as part of the Residential / Small Business Curbside Collection Program, but which does not comply with applicable standards contained herein.

-R-

Recovered Material: Those solid wastes which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream.

Recyclable Material (Recyclables): Those wastes which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. For purposes of this ordinance chapter, only those recyclables specifically listed by the county will be collected for recycling.

Residential / Small Business Curbside Collection Program: An MSWM Program, administered by the County, by which various types of solid waste (garbage, yard waste, recycling, bulk items, and white goods) are picked up by Curbside Collection contractors from single family residences and some small businesses for transportation to an appropriate disposal facility.

Residential Property: Property which contains residential dwelling units other than those defined in this section as apartments.

Roll Cart: A container, mounted on wheels, which is issued to citizens by the County for the storage of garbage or recyclables between pick up by Collection Contractors.

Roll Cart Fee: An individual fee charged for the delivery of a roll cart (garbage or recycling) for a new, or newly re-activated, service in the Residential / Small Business Curbside Collection Program. The fee is for the delivery, handling, and management of the Roll Cart; not for its purchase.

-S-

Sanitary landfill: The method of disposing of solid waste in an SCDHEC Permitted Disposal Facility by the placement of an earth cover thereon which meets the regulations promulgated by that Agency.

Scavenging: Rummaging through, taking or gathering items from County owned or privately owned solid waste management facilities or solid waste containers, including, but not limited to, bags, roll carts, bins, or roll-offs, or dumpsters of solid waste (which also includes recyclables).

Small Business: Any business entity registered with the South Carolina Secretary of State that produces no more garbage and household type waste during any county-defined solid waste collection cycle than will fill two (2) 90-gallon roll carts and has only one location inside the County. A small business becomes an “eligible small business” when a request for curbside collection service has been made and the initial Solid Waste Service Initiation Fee and Roll Cart Fee have both been paid.

Solid Waste: Garbage, household waste, debris, commercial waste, industrial waste, yard waste, white goods, ashes, rubbish, paper, junk, building materials, glass or plastic bottles, other glass, cans and any other discarded or abandoned material, including solid, liquid, semisolid or contained gaseous matter.

Solid Waste Service Fee (a.k.a. – Residential / Small Business Curbside Collection Program Fee): The annual charge established by County Council for all single family households and eligible small businesses to fund the Residential / Small Business Curbside Collection Program in the Unincorporated Area of the County.

Solid Waste Service Initiation Fee: The initial curbside collection service fee established by County Council for new households or small businesses or to re-establish service for existing single family households and small businesses where service was discontinued and Roll Carts have been removed in the Unincorporated Area of the County. Computed on a *per diem, pro rata* basis and payable before service is commenced.

Solid Waste Stream: The entire life cycle flow of the garbage produced – from putting out the garbage and recycling for pickup to landfilling, energy production, and the reuse of recycled materials.

Special Waste: Items of solid waste permitted in the solid waste stream for disposal, but not collected as part of the Residential / Small Business Curbside Collection Program such as carpet or C&D Debris.

-V-

Vehicle: Any device capable of being moved upon a public highway or road and in, upon or by which any person or property is or may be transported or drawn upon a public highway or road.

-W-

White Goods: Large appliances, usually electrical or natural gas powered, that are used domestically such as refrigerators and washing machines (often white in color).

-Y-

Yard waste: Any and all accumulations of grass, leaves, pine straw, small trees, branches, limbs, brush, shrubs, vines and other similar items generated by the typical maintenance of lawns, shrubs, gardens, and trees from residential properties or eligible small business properties. Includes branches, sticks, and limbs less than four (4) inches in diameter and less than four (4) feet in length.

Sec. 12-3. Enforcement.

- (a) Appointed Solid Waste & Recycling Code Enforcement Officers (hereinafter “Refuse Control Officers”) shall have the authority to enforce all the provisions of this chapter and may issue warning letters, warning tickets, and citations for violations of those provisions. The violator may either appear in the designated magistrate's court of the County on a date determined by the court to answer to the charged violation(s) of the appropriate

article and section of this chapter or may pay the fine and associated court costs at the magistrate court office prior to the court hearing.

9. (b) If any solid waste improperly or illegally disposed of in violation of this chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person prior to its being disposed of as prohibited herein, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of this chapter.

Disagree -
Should give to someone
for disposal & I
was heated by
"lettered" but not
intentionally
eg, possibly due
to penalty of
fine

(c) Solid waste placed at curbside for collection shall be considered property of Richland County unless reclaimed by the generator of the waste. Solid waste delivered to any county owned solid waste management facility shall be considered property of Richland County. It shall be unlawful for anyone to take solid waste belonging to Richland County without prior written authorization of Richland County.

can this hold up legally? If I lose furniture, answer or? it's considered "abandoned" @ curb - so how?
is it RC prop?

(d) Proof of means used for proper disposal of solid wastes at businesses and commercial enterprises shall be presented to a County Refuse Control Officer when requested. This includes, but is not limited to, businesses engaged in lawn maintenance, landscaping, tree trimming / removal, and transporting of any solid waste in Richland County.

(e) Refuse Control Officers shall use Form S-438 when issuing citations unless approved otherwise in writing by the County Administrator. These Officers may, when they deem appropriate, issue a warning letter or a warning tickets for violations of this chapter. The warning ticket shall be of a design and content approved by the County Administrator.

see p. 44 12-66

Sec. 12-4. Penalties. Same as 12-6b & combine so reads same

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation constitutes a separate and distinct offense, unless otherwise specified.

Sec. 12-5. Applicability.

Provisions of this Ordinance shall apply to all Unincorporated areas within the County as well as Municipalities that subscribe to County Solid Waste Management Programs through Intergovernmental Agreement (IGA).

Sec. 12-6. Reserved for Future Use.

Sec. 12-7. Reserved for Future Use.

ARTICLE II. FINANCE

Sec. 12-8. In General.

Richland County shall assess such taxes and fees necessary to manage, administer, and enforce in an equitable and effective manner, a Municipal Solid Waste Management (MSWM) Program as described herein.

Sec. 12-9. Solid Waste Fund.

Richland County shall maintain a Solid Waste Fund for the purpose of paying for a Municipal Solid Waste Management (MSWM) Program, and associated support activities. The Fund shall be maintained through the collection of various fees, taxes, and other revenues such as grants. A fund balance equal to half of the average annual operating costs of the Solid Waste & Recycling Division over the past three-year period shall be the financial goal. Bond revenue for solid waste related capital projects shall be otherwise accounted for and not considered as part of the Solid Waste Fund. Current and future Host County Fee payments for the siting of solid waste facilities within the County shall be directed to the Solid Waste Fund.

Sec. 12-10. Millage.

Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- Countywide-generated residential Municipal Solid Waste (MSW) disposal in a Class Three Landfill
- Administration of a Countywide Solid Waste Management Program
- Countywide-generated residential disposal of C&D Debris and Yardwaste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal / pruning / trimming)
- Operation of County Drop-Off and Recycling Centers
- Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

A schedule of solid waste related fees charged by Richland County is contained in Attachment 'A' to this Chapter. These fees shall be reviewed and established on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of:

- The Residential / Small Business Curbside Collection Program

Disposal of C&D Debris and Yardwaste in a County Operated Landfill (generated by non-residential customers – businesses and governmental entities)
Processing of other specialized recycling material such as Electronic Waste, Tires, or Mattresses

The fee for the Residential / Small Business Curbside Collection Program shall appear on County Real Property Tax Notices. All other fees will be collected or invoiced at the point of sale.

Sec. 12-12. Grants.

The Director of Public Works shall participate in applicable grant programs, either recurring or individual, administered by SCDHEC, or other entities, for the purpose of mitigating local costs and projects associated with MSW Management and solid waste reduction and recycling on behalf of Richland County.

Sec. 12-13. Partial Year Assessments for the Residential / Small Business Curbside Collection Program.

(a) All new service Residential / Small Business Curbside Collection Program customers (new residence or newly activated service) shall be charged a Partial Year Fee for the initial, partial year of curbside collection service received at the designated service level.

(b) Partial year service fees for new residences shall be computed on a pro rata basis and paid along with the Roll Cart Fee following the issuance of the Certificate of Occupancy (CO). *What if you get a CO, it's 4 sale - & not sold for 6 mos +/- why do I pay?*

(c) Thereafter, annual fees will be charged on the Real Property Tax Notice. It shall be the duty of the Auditor to include the assessment with the annual property tax notices.

Sec. 12-14. Annual schedule of fees and assessments.

The Director of Public Works shall, on an annual basis and concurrent with the Budget Process, review and update a Master Schedule of all solid waste fees for the purpose of ensuring adequate revenue for associated, fee-based solid waste management programs established herein. This schedule shall be reviewed and approved by County Council annually.

Sec. 12-15. Determination of assessments; inclusion in tax notice.

(a) The Director of Public Works shall maintain and reconcile, on at least an annual basis, a complete list of all Residential / Small Business Curbside Collection Program customers and their designated program level of service. This list shall serve as the basis for monthly contractor payment and annual tax notice issuance by the Auditor. The levels of service and their associated multipliers follow:

How determined why?

- Standard (S) curbside placement / collection of MSW and Recycling (1.0 multiplier);
- Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
- Disability – Backyard (DB) placement / collection of MSW and Recycling (1.0 multiplier).

(b) These levels of service and their associated multipliers of the uniform fee shall be applied by the Auditor to Annual Real Property Tax Notices.

Sec. 12-16. Reserved for Future Use.

Sec. 12-17. Reserved for Future Use.

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ARTICLE III. RESIDENTIAL / SMALL BUSINESS CURBSIDE COLLECTION PROGRAM

Sec. 12-18. In General.

The County shall provide a program of regular collection of Municipal Solid Waste (MSW) from single family residences as well as from eligible small businesses and local entities such as churches and neighborhood facilities within the unincorporated County. This service may be extended to like customers within small municipalities based on Intergovernmental Agreement (IGA) and assessment of program fees. No solid waste of any kind, or roll cart, shall be placed in or near a stormwater drainage course so as to impede the flow thereof. All Roll Carts, piles, and bulk items placed at curbside with the intention of pickup as part of the Residential / Small Business Curbside Collection Program are subject to inspection by County Solid Waste Staff or their agents for compliance with standards contained herein.

Sec. 12-19. Conditions for Residential / Small Business Curbside Collection Program.

Solid Waste collection shall be provided under the following conditions:

- Unincorporated areas of the County, or
- Small Municipalities covered by an IGA for solid waste services, and
- Residential, Single family homes, or
- Residential, Duplexes, Triplexes, or Quadraplexes, or
- Small / home-based businesses located within residential areas, or
- Ancillary facilities located within residential areas such as recreation centers or Churches that generate small volumes of solid waste, or
- Other facilities located within residential areas that generate small volumes of solid waste and, in the judgment of the Director of Public Works, would practically benefit from participation in this program.

Sec. 12-20. Garbage.

Sec. 12-22 Recycling says something as a, b, d - do we need to repeat?

- (a) Garbage shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Garbage shall be collected in the unincorporated portion of the County by roll cart service under the following conditions:

Sec. 12-22 Recycling
same as 1)

One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.

- ? (c) Eligible Small Business entities participating in this program may receive up to two (2) roll carts if requested and paid for. ARE THEY ALSO CHARGED MORE FOR PU OF 2 CARTS VS. RESIDENTS W/ 1 CART?
- ? (d) Roll Carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection. P. 44 12-675 doesn't limit to the near/at road *↳ in rural area many carts remain*
- (e) For residential collection, small quantities of garbage in excess of the capacity of the roll cart will be collected if neatly placed in tied plastic bags and placed at curbside along with the roll cart.

Sec. 12-21. Yard waste.

- (a) Yard waste shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Yard waste shall be collected in the unincorporated portion of the County under the following conditions:

? HOW DO WE KNOW WHAT DAY THAT IS

- 1) Yard waste (Sticks, hedge clippings, and small brush) shall be neatly stacked and placed in order to facilitate efficient pick up. A volume roughly equivalent to two (2) roll carts (192 gallons / or a pile measuring approximately six feet (6') in length, three feet (3') in width, and two feet (2') in height) / or six, 30-gallon yard waste bags) shall be placed within six (6) feet of curbside of the nearest public road and shall be collected on a designated day. Yard waste shall not be placed within the traveled way of the road. Bagging, boxing, or bundling of yard waste is encouraged.
- 2) Larger tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet and stacked in a neat, compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets.
- 3) Exclusions: Tree trunks, branches and limbs having a length greater than four (4) feet and diameter greater than four (4) inches are not deemed yard waste, thus are not eligible for curbside collection. Waste generated from either a tree removal (including the stump) or de-limbing of a tree greater than four (4) inches in diameter at the tree base at ground level is not considered yard waste, thus is not eligible for curbside collection. Re-sizing waste from a tree removal, from a stump removal or from de-limbing an ineligible tree to make it meet the above dimensions does not make it eligible for curbside collection. Waste generated from clearing a lot or cutting shrubbery back to the stump or trunk is not considered yard waste, thus is not eligible for curbside collection.

WHY? NOT!

- (c) Dirt, sand, and mulch, other than those small residual quantities incidental to yard waste collection, shall not be accepted for curbside collection.

Sec. 12-22. Recycling. ~~Same as Sec. 12-20 Complete~~

Sec. 12-20

- (a) Recycling shall only be collected from residential and small businesses in residential areas by Collection Contractors who are employed by the County.
- (b) Recycling shall be collected in the entire unincorporated portion of the County by roll cart service under the following conditions:
 - 1) One (1) Roll Cart shall be issued to each single family residential household / small business in the unincorporated area of the County. These roll carts shall remain the property of the County for use by the household to which they are issued. Residents who damage roll carts issued to them shall pay for repairing or replacement of the carts. Carts that are damaged as a result of mishandling by collection contractors will be repaired at County's expense.
- (c) Roll carts shall be placed at curbside of the nearest public road, no later than 7:00 a.m. on the day of collection. Roll Carts shall be removed from the curbside by the residents no later than 7:30 p.m. on the designated day of collection.
- (d) Authorized recyclable materials previously containing food or beverages shall be properly prepared by the resident prior to placement in the recycling roll cart. Aerosol cans shall be excluded from the recycling stream. Cardboard shall be broken down / flattened for efficient handling and collection. Recycling shall not be mixed with garbage or other contaminants. Recyclable materials shall not be placed in bags.
- (e) Collection Contractors may refuse to collect curbside recycling if the material is found to be contaminated by non-recyclables. Collectors may attach information to the Roll Cart explaining why the material was not collected. The resident shall remove the non-recyclable material identified as contamination before the next scheduled recycling collection day in order to be serviced.
- (f) The Director of Public Works shall, on an annual basis, review the official list of commodities eligible for recycling based on market conditions and recommend additions or deletions to the County Administrator. The Director of Public Information shall lead and manage the public information campaign necessary to this program.

Sec. 12-23. Bulk Items (a.k.a. "Brown Goods").

Residential / Small Business curbside collection customers may request, at no extra charge, the pickup and disposal of Bulk Items such as indoor and outdoor furniture, large yard toys,

mattresses, etc by requesting an appointment for pickup. Bulk Items shall only be placed at curbside following a confirmed, scheduled appointment for pickup and shall not remain at curbside indefinitely. Limit of four items per appointment request. *Any limit on # of X's you can request this?*

Sec. 12-24. White Goods.

White Goods shall be collected and managed in the same manner as Bulk Items. All large appliances, such as refrigerators, shall have doors removed prior to placement at curbside.

Sec. 12-25. Enhanced ("Backyard") Service.

- (a) An enhanced level of service (a.k.a. – "Backyard Service") shall be made available to neighborhoods that request it and have established Homeowners' Association (HOA) covenants supporting same as well as to individual homes in which the occupants cannot physically place their garbage or recycling roll carts at curbside for standard pickup.
- (b) Neighborhoods desiring a higher level of service may request backyard pick-up pursuant to the following conditions:
 - 1) The subdivision must have a duly organized, active Homeowners Association (HOA) and such request shall be made by said association.
 - 2) At the time that the HOA requests the higher level of service, said association shall provide either a certified true copy of the results of a certified ballot mailed to each homeowner and tallied by a certified public accountant (CPA), or a certified true copy of the minutes of the meeting where the decision was made by majority vote to request said higher level of service. Said minutes shall be signed and attested by the President and Secretary of the HOA; the association must also certify that all homeowners were notified of the meeting at least ten (10) days in advance and must furnish a copy of the notice.
 - 3) At the time that the HOA makes the request, said association shall clearly define the geographic boundaries of the area encompassed in the request, including tax map sheet references.
 - 4) All requests for an enhanced level of service (backyard pick-up) shall be made to the Director of Public Works and approved by the County Administrator.
 - 5) Under no circumstances shall the county provide the higher level of roll cart service (backyard pick-up) to any subdivision which does not have deed restrictions which prohibit curbside pick-up.
- (c) Disabled citizens may receive enhanced ("backyard") service for roll cart (garbage and recycling) service collection at no extra charge. This special exception may be granted

when the General Manager of Solid Waste & Recycling determines that there is no capable adult readily available who is physically capable of rolling the cart to and from the curb. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.

Sec. 12-26. Uniform Fee Structure.

The Fee Structure used to generate revenue for the Residential / Small Business Curbside Collection Program shall be normalized and uniform throughout all areas served (Unincorporated County and Small Municipalities through IGAs) such that variations in collection area locations, collection contractor bids, or development density or do not cause undue financial burden to individual customers. The Director of Public Works shall, on an annual basis, update the calculation of the fee in advance of annual distribution of real property tax notices. A multiplier to the uniform fee for basic service shall be applied for neighborhood Enhanced (“Backyard”) Service. A sample calculation is contained in Attachment ‘B’ to this Chapter.

Sec. 12-27. Small Business (Quasi-Residential) Service.

(a) Though the intent of the Residential / Small Business Curbside Collection Program is to primarily serve single family residential customers, there are others for whom providing this service is appropriate, convenient, and efficient. Such quasi-residential customers are generally referred to as “eligible small businesses” (even though they might not technically be a “small business”, *per se*) and may include:

- Duplex through Quadraplex residential customers;
- Other residential customers besides Apartments;
- Neighborhood pavilions or recreation centers;
- Small, home-based businesses;
- Small local government facilities such as fire / EMS stations;
- Churches.

(b) Additionally, in order to participate in this program, such facilities must:

- Be physically located along an established residential collection route;
- Generate quantities and types of solid waste consistent with typical single family residences;
- Pay all associated solid waste fees and taxes;
- Be approved by the Director of Public Works for participation in the program.

Sec. 12-28. Roll Carts.

Roll Carts of approximately 96-gallon capacity shall be used in the collection of solid waste when deemed efficient and effective. Roll Carts shall be purchased, owned, delivered, and collected by the County or its designated agent. Fees may be charged for initial Roll Cart delivery or

Repeat

replacement. A fee for repair, replacement and delivery may be charged to the home owner in the event of damage or destruction due to negligence or theft. Roll Carts shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide by the user thereof, if necessary, to prevent nuisance.

also include

Sec. 12-29. Items ineligible for Residential / Small Business Curbside Collection Service.

- (a) Dead animals. Dead animals shall not be collected. Dead household pets shall be collected by the County Department of Animal Care if placed in plastic bags at curbside and if that Department is notified. Proper disposal of all other dead animals shall be the responsibility of property owners.
- (b) Building materials. The County shall not be responsible for collecting or hauling discarded building material, dirt, rock, or industrial and hazardous waste.

Sec. 12-30. Exemption from roll cart service and fees for disabled homeowners.

- (a) An exemption from roll cart service and fees for disabled homeowners in the unincorporated areas of the county is available. Such handicapped homeowners shall apply for said exemption to the General Manager of Solid Waste & Recycling. Such applicant must be handicapped and housebound and must live next to a relative or caretaker who shall agree to assume responsibility for the handicapped homeowner's garbage disposal. Application for this consideration must be in the form of a letter from the attending physician and needs to be updated annually.
- (b) The Director of Public Works shall recommend approval or denial of the handicapped homeowner's application for exemption from roll cart service and fees. Final approval or denial of exemption from Roll Cart service and fees shall be made by the County Administrator.

ARTICLE IV. DROP-OFF CENTERS AND SPECIAL COLLECTION EVENTS

Sec. 12-33. In General.

The Director of Public Works may maintain additional solid waste facilities and conduct such special events for the purpose of augmenting the efficient collection of various types of Solid Waste and recyclable materials from County residential customers. These facilities may collect materials that are permitted in the waste stream for disposal or recycling, but not included for collection at curbside. These facilities shall not receive garbage. These facilities shall not receive any waste generated outside of the County. Only County residents are authorized to use County Operated Drop-Off Centers.

Sec. 12-34. Construction & Demolition (C&D) Debris.

Drop-Off Centers may accept for disposal or recycling Construction & Demolition (C&D) Debris generated by County Residents, performing home improvement projects on their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-35. Yard waste and landscaping debris.

These will all be set out so people know in advance & don't show up w/ 4 items & told they're limited to 3

Drop-Off Centers may accept for disposal, Yard Waste and Landscaping Debris generated by County Residents, performing yard maintenance at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-36. Recycling.

Drop-Off Centers may accept for recycling, various items, generated by County Residents at their domiciles. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-37. Bulk Items.

Drop-Off Centers may accept for disposal, Bulk Items generated by County Residents at their domiciles. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-38. White Goods.

& 12-39 next page

Drop-Off Centers may accept for disposal, White Goods generated by County Residents at their Residential Property. The Director of Public Works may prescribe quantity limitations based on efficiency and facility limitations.

Sec. 12-39. Special Collection Events.

The Director of Public Works may conduct on occasion, either on an individual basis or in partnership with municipalities or neighboring counties, Special Collection Events to promote the proper collection and disposal or recycling of items such as paint, household hazardous waste, sensitive documents for shredding, tires, electronic waste (eWaste), and scrap metal / white goods. The Director of Public Works may prescribe commodity and quantity limitations based on efficiency and facility limitations.

Sec. 12-40. Community "Clean Sweep" Events.

The Director of Public Works may conduct a program to support volunteer citizens efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Reserved for Future Use.

ARTICLE V. RECYCLING

Sec. 12-42. In General.

- (a) The County shall, consistent with State Law, conduct a program of residential recycling in order to:
- Conserve Natural Resources and Landfill Space;
 - Promote economic development and security;
 - Protect the environment;
 - Conserve energy
- (b) The County shall also promote and encourage commercial and business recycling. Participation in recycling programs is encouraged and voluntary.

Sec. 12-43. Residential Recycling.

Residential recycling will primarily be promoted through the Residential / Small Business Curbside Collection Program and may be supplemented through collections at Special Collection Events and Drop Off Centers.

Sec. 12-44. Commercial and Business Recycling.

Commercial and Business Recycling will primarily be promoted through education and voluntary reporting.

Sec. 12-45. Commodities.

The Director of Public Works shall, on an annual basis, and in consultation with the General Manager of Solid Waste & Recycling, recommend to the County Administrator, a list of commodities to be included in the Residential / Small Business Curbside Collection Program. This recommendation shall be based on forecasts of recycling commodities' market conditions. The County Director of Public Information shall promote and publicize current information regarding commodities for recycling.

Sec. 12-46. Recovered Materials.

Materials collected through all County Recycling Programs are County property. The County shall ensure the services of a Materials Recovery Facility (MRF) in order to process recovered materials

for recycling. Any revenue generated from the sale of recovered materials shall be deposited into the Solid Waste Fund.

Sec. 12-47. Reporting.

The County shall account for and report recycling activity in a form and manner consistent with State and Federal law.

Sec. 12-48. Reserved for Future Use.

Sec. 12-49. Reserved for Future Use.

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ARTICLE VI. TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Sec. 12-50. In General.

The transportation and disposal of solid waste shall be conducted by authorized personnel and in accordance with all applicable State and Federal Laws.

Sec. 12-51. Transportation of Solid Waste.

- (a) It shall be unlawful for any person to haul, convey or cause to be conveyed any refuse upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking, or being blown from transporting vehicles. The owner or driver of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be a violation of this article for any person not authorized by the County to collect and haul any refuse other than that arising from his or her own accumulation within any area of the County in which solid waste collection service is provided by the County.

Sec. 12-52. Use of County operated solid waste management facilities.

Only County residents or specifically authorized agents of the County (*i.e.* – Curbside Collection Contractors) are authorized to use County operated solid waste management facilities, including landfills, as determined by the Director of Public Works. Such solid waste management facilities shall, under non-emergent conditions, only accept solid waste that is generated within the County. Fees ~~may~~ be charged in a consistent, uniform, and equitable manner.

will - Don't do for free

Sec. 12-53. Garbage.

Garbage shall only be disposed of in an appropriate Class Three Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-54. Construction & Demolition (C&D) Debris.

C&D Debris shall only be disposed of in an appropriate Class Two Landfill permitted by the South Carolina Department of Health and Environmental Control (SCDHEC).

Sec. 12-55. Other Common Waste Types.

Other commonly generated waste types, such as Electronic Waste (e-waste), Tires, Mattresses, or “Household Quantities” of Hazardous Waste shall be accepted and disposed of (or recycled) by the County in appropriate manners at permitted facilities.

Sec. 12-56. Reserved for Future Use.

Sec. 12-57. Reserved for Future Use.

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ARTICLE VIII. ENFORCEMENT

Sec. 12-58. In General.

The Director of Public Works shall maintain a Refuse Control Section composed of duly appointed Codes Enforcement Officers who shall enforce the provisions of this Chapter.

Sec. 12-59. Littering.

It shall be unlawful for any person to discharge litter, in any quantity, from their person, vehicle, property, or any other conveyance.

Sec. 12-60. Illegal Dumping.

- (a) It shall be unlawful for any person to dump, allow another person to dump, or cause to be dumped any garbage, debris, household trash, litter, junk, appliances, equipment, cans, bottles, paper, trees, tree limbs, tree stumps, brush or parts thereof, or any other solid waste, anywhere in the unincorporated area of the county, except at an SCDHEC approved landfill. Failure of the owner to sufficiently limit access to the property where dumping is occurring shall be considered to be allowing another person to dump, thus would be unlawful.
- (b) The above provisions shall not apply to the dumping on private property, with the owner's written permission of sand, dirt, and stone for use as a fill to raise the elevation of land; provided, the same is not maintained in an unsightly condition and, further provided, the owner of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment to ensure compliance with best management practices for stormwater management.

Sec. 12-61. Covering vehicle loads.

It shall be unlawful for vehicles of any kind, transporting solid waste in any quantity, to fail in ensuring that said waste is contained therein by maintaining an adequate cover and containment throughout transit.

same as 12-51

Sec. 12-62. Debris on Lots.

- (a) Declaration of nuisance. Debris allowed to accumulate and remain on any lot or parcel of land in a developed residential area within the county may be deemed and declared a nuisance in the judgement of the County Director of Public Works. For the purpose of this action, "residential area" is defined as property zoned for a residential use, platted for residential use with a plat having been begun, installation of utilities having been begun and construction of residential units being commenced.

not in definition

?

(2) You can own 100 acres & have a pile of recyclable materials. If you'll get rid of when you have enough - is it a viol? Only in developments

(1) Define

(b) Duty of owner, etc, to remove. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed residential area within the county to remove such debris as often as may be necessary to prevent the accumulation of such debris.

(c) Notice to owner, etc, to remove. Whenever the Director of Public Works shall find that debris has been allowed to accumulate and remain upon any lot or parcel of land in a developed residential area within the county in such a manner as to constitute a nuisance, he may serve written notice upon the owner, or the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the person to whom it is addressed or to deposit a copy of such in the United States mail, properly stamped, certified, and directed to the person to whom the notice is addressed, or to post a copy of the notice upon such premises.

(d) Failure to comply with notice. If the person to whom the notice is directed, under the provisions of the preceding subsection fails, or neglects to cause such debris to be removed from any such premises within ten (10) days after such notice has been served or deposited in the United States mail, or posted upon premises, such person shall be deemed guilty of a misdemeanor and subject to the penalty provisions of this chapter.

(e) Removal by County. In the event any property is determined to be a nuisance, and twenty (20) days has elapsed after such notice has been served, deposited in the United States mail, or posted upon the premises, then the Department of Public Works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by removing the debris, and the cost of doing so may become a charge to the property owner, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction.

Sec. 12-63. Scavenging.

It shall be unlawful for any person to rummage through, take or gather items from County-owned or privately owned solid waste management facilities or any County-owned or privately owned solid waste management containers, including, but not limited to, bags, roll carts for garbage or recycling, bins, roll-off containers, or dumpsters.

Sec. 12-64. Evictions.

The placement of household goods and contents from a lawful eviction process, may, if necessary, be addressed in the same manner ^{AS} of the provision of Debris on a Lot (Sec. 12-62. above). Debris resulting from the lawful eviction process is assumed to be a mixed pile and therefore ineligible for collection under the Residential / Small Business Curbside Collection Program.

Must be sent to same address as tax notice is sent.

omit 10 days of signature - DO NOT POST EVER

to no court

certified

Sec. 12-65. Collected Solid Waste is County Property.

Once picked up for collection from the Residential / Business Curbside Collection Program, or disposed of in any County Solid Waste Management Facility, all Solid Waste is County Property whose disposition is the responsibility of the County.

Sec. 12-66. Penalties. — see 12-4

- (a) If any of the matter or material dumped in violation of this Chapter can be identified as having last belonged to, been in the possession of, sent to, or received by, or to have been the property of any person, firm, or corporation prior to its being dumped as prohibited herein, such identification shall be presumed to be *prima facie* evidence that such owner dumped or caused to be dumped such matter or material in violation of this Chapter.
- (b) Appointed Refuse Control Officers shall have the authority to enforce all the provisions of this chapter and shall issue summons to violators of any provision to appear in the Magistrate's Court of the County to answer to the charge of violation of the appropriate section of this chapter.
- (c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be imprisoned for not more than thirty (30) days or fined not more than one thousand, ninety-two and 50/100 (\$1,092.50) dollars, or both. Each day's continuing violation shall constitute a separate and distinct offense, unless otherwise specified.

Sec. 12-67. Miscellaneous Enforcement Provisions.

- (a) If a non-compliant solid waste pile or roll cart, placed at curbside as part of the Residential / Small Business Curbside Collection Program, is not, in whole, brought into compliance for collection within a 15-day period following notification of non-compliance by the County, it shall be deemed to be an Illegal Pile and considered Illegal Dumping. *Will certified letter be sent to it allow 15?*
- (b) Preparation and storage of residential and/or small business solid waste for collection. It shall be the duty of the occupant or owner of any residential premises, or the owner or operator of any small business, to store all garbage properly, pending collection and disposal. Residential excess garbage beyond that which can be placed in the roll cart shall be neatly placed in sealed plastic bags alongside carts on designated collection days.
- (c) All garbage receptacles except single-use paper or plastic bags and cardboard boxes shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide, if necessary, to prevent nuisance.

- 2 (d) Proof of means used for disposal of solid wastes by businesses and commercial enterprises shall be presented to the Refuse Control Officers when requested by said Officer.
- (e) Each property owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property occupied by him (or her) or on a public thoroughfare adjoining his or her property.
- (f) It shall be a violation of this article to place or cause to be placed in any dumpster, solid waste receptacle, or bulk container for collection any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind, or any other hazardous waste.
- (g) No person other than the owner thereof, his or her agents or employees, or employees of contractors of the county for the collection of solid waste shall tamper or meddle with any garbage container or the contents thereof, or remove the contents of the container from the location where the same shall have been placed by the owner thereof or his agents.
- (h) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area.
- (i) Property owners shall be responsible for policing any strewn refuse resulting from broken bags, garbage not properly prepared for collection or from any other cause other than contractor mishandling.
- inserted previously* (j) It shall be unlawful for a Resident / Small Business Owner to repeatedly leave Roll Carts at curbside in residential areas beyond the prescribed daily period for collection.

ARTICLE IX. CONSTRUCTION, MODIFICATION, EXPANSION, AND/OR OPERATION OF SOLID WASTE MANAGEMENT FACILITIES, BENEFICIAL LANDFILLS, AND COMPOSTING FACILITIES

Sec. 12-68. In General.

All solid waste management facilities, beneficial landfills, and composting facilities shall adhere to all Federal and State rules and regulations, and all local zoning land use and other applicable local ordinances.

Attachments.

Attachment A – Annual Solid Waste Fee Schedule (Sample)

Attachment B – Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Department of Public Works (DPW)
 Solid Waste & Recycling Division (SWR)
 FY-2X Annual Solid Waste Master Fee Schedule (Sample)
 Updated: 22-Jun-21

see p 47

Residential / Small Business Curbside Collection Fee (Standard Level of Service) *	\$ 323.70	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service) *	\$ 582.66	Per Roll Cart Serviced	Annually
Residential / Small Business Curbside Collection Fee (Enhanced Level of Service / Disability) *	\$ 323.70	Per Roll Cart Serviced	Annually
Construction & Demolition (C&D) Debris	\$ 24.00	Per ton	
Yard Waste / Land Clearing Debris	\$ 24.00	Per ton	
Bulk Items / Brown Goods	\$ 24.00	Per ton	
Roll Cart Fee	\$ 68.00	Per Roll Cart Serviced	
White Goods / Scrap Metal	\$ 24.00	Per ton	
Waste Tire	\$ 15.00	Per ton	Or \$1.50 each
Mattress / Box Springs	\$ 24.00	Per ton	
Electronic Waste (Broken Televisions or Monitors)	\$ 0.72	Per pound	
Electronic Waste (Intact Televisions or Monitors)	\$ 0.33	Per pound	
Electronic Waste (All other ewaste)	\$ 0.20	Per pound	

Notes - * Initial Solid Waste Service Initiation Fee shall be calculated on a pro rata, per diem basis.

(ATTACHMENT 'A')

**Department of Public Works (DPW)
Solid Waste & Recycling Division (SWR)**

FY-2X Annual Residential / Small Business Curbside Collection Program Uniform Fee Calculation Worksheet (Sample)

Updated: 27-Oct-21

Collection Area	# Customer Roll Carts	Bid Price / Roll Cart (\$)*	Total Monthly Cost (\$)	Comments
1	18,348	20.00	366,960.00	
2	10,350	22.13	229,045.50	Includes the Town of Blythewood
3	15,678	18.50	290,043.00	
4	17,716	19.23	340,678.68	
5A	8,627	21.60	186,343.20	
5B	1,689	19.78	33,408.42	
6	10,529	19.61	206,473.69	
7	5,877	20.48	120,360.96	
Total	88,814		\$ 1,773,313.45	

Total Monthly Program Cost \$ 1,773,313.45

Total Annual Program Cost \$ 21,279,761.40
X 12

Annual Cost Per Roll Cart Serviced \$ 21,279,761.40 \$ 239.60
88,814

Monthly Cost Per Roll Cart Serviced \$ 239.60 \$ 19.97
12

Enhanced (Backyard) Level of Service Multiplier

\$ 19.97
X 1.8

\$ 35.94

Annual Cost (Standard Level of Service)

\$ 239.60

Annual Cost (Enhanced Level of Service)

\$ 431.28

* Note - "Bid Price" is the original bid price as adjusted annually through the application of the CPI through the life of the contract.

(Signature)
Certified True and Correct:
County Administrator
(Insert certification date)

(ATTACHMENT 'B')

Department of Public Works (DPW)

Solid Waste & Recycling Division

Richland County Code of Ordinances, Chapter 12 Re-write

Summary of Changes

Updated: 7/13/21

Existing Ordinance			New Ordinance
Article	Section	Title	Comment
I		In General	
	12-1	Dumping within rights-of-way prohibited	Sec 12-60
	12-2	Litter Control	Sec 12-59
	12-3	Scavenging through greenboxes	Sec 12-63
	12-4	Debris on lots	Sec 12-62
	12-5	Penalties	Sec 12-66
	12-6	County landfills not accept garbage, refuse and other waste material generated outside county	Sec 12-52
	12-7	Reserved	NA
	12-8	Reserved	NA
	12-9	Reserved	NA
	12-10	Reserved	NA
II		Collection and Disposal	
	12-11	Applicability	Sec 12-19
	12-12	Definitions	Sec 12-2
	12-13	Administration and enforcement	Sec 12-3
	12-14	General conditions for granting contracts for residential and small business solid waste collection	Redundant - Removed
	12-15	Conditions for residential and small business solid waste collection - Garbage	Sec 12-20
	12-16	Conditions for residential and small business solid waste collection - Yard trash and other household articles	Sec 12-21
	12-17	Additional levels of residential solid waste collection	Sec 12-25
	12-18	Preparation and storage of residential and/or small business solid waste for collection	Sec 12-18
	12-18.1	Exemption from roll cart service and fees for handicapped homeowners	Sec 12-30
	12-19	Transportation of refuse	Sec 12-51
	12-20	Items not covered in residential or small business solid waste collection service	Sec 12-29
	12-21	Unlawful disposal generally	Sec 12-58
	12-22	Collected refuse is county property	Sec 12-65
	12-23	Assessment for residential solid waste collection and small business solid waste collection	Sec 12-13
	12-24	Determination of assessments; inclusion in tax notice	Sec 12-15
	12-25	Lien; hearing required to raise lien amount of charge	Obsolete - Removed
	12-26	County landfill fees	Sec 12-11
	12-27	Corrugated cardboard banned from all landfills	Obsolete - Removed
	12-28	Out-of-county waste banned from all county landfills	Sec 12-52

12-29	Reserved	NA
12-30	Reserved	NA
12-31	Reserved	NA
12-32	Reserved	NA
12-33	Reserved	NA
12-34	Reserved	NA
12-35	Reserved	NA
12-36	Reserved	NA
12-37	Reserved	NA
12-38	Reserved	NA
12-39	Reserved	NA
12-40	Reserved	NA

III	Construction, Modification, Expansion, and/or Operation of Solid Waste Management Facilities, Benefical...		
	12-41	Federal, state and local law	Sec 12-68
	12-42	Reserved	NA
	12-43	Reserved	NA
	12-44	Reserved	NA
	12-45	Reserved	NA
	12-46	Reserved	NA
	12-47	Reserved	NA

Richland County Council Request for Action

Subject:

Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto

Notes:

First Reading: December 14, 2021

Second Reading: February 8, 2022

Third Reading: March 1, 2022 {Tentative}

Public Hearing: March 1, 2022

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

**AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY
RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED
THERE TO**

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

WHEREAS, the County owns approximately 34 acres on Longwood Road (“Property”) and has identified the Property as property the County desires to sell; and

WHEREAS, the County desires to enter into a purchase and sale agreement, the form of which is attached as Exhibit A (“Agreement”) with a purchaser of the Property to set forth the terms and conditions of the sale of the Property by the County to the Purchaser.

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

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

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale of the Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair or the County Administrator to constitute evidence of the final approval thereof.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: December 14, 2021
Second Reading: February 8, 2022
Public Hearing: March 1, 2022
Third Reading: March 1, 2022

EXHIBIT A

FORM OF PURCHASE AND SALE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the “*Agreement*”) is made and entered into as of the [] day of [], 2022 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*Seller*”) and **ARROWROCK INCOME & GROWTH FUND III, LP** (“*Buyer*”).

W I T N E S S E T H :

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein, including without limitation payment of the Purchase Price at the Closing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below).

2. Property. The land subject to this Agreement (the “*Land*”), containing approximately 34 acres and located on **Longwood Road** in Richland County, South Carolina known as Parcel # _____ and more particularly shown on **Exhibit A** attached hereto and made a part hereof, with each parcel of property including all improvements (the “*Improvements*”), structures, fixtures, plants, shrubs and trees located on such parcel, and being together with all easements or licenses benefitting the Land; all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to the Land; and all other rights, benefits, licenses, interests, privileges, easements, tenements and hereditaments appurtenant to the Land (including any after acquired title or reversion in and to the same) or used in connection with the beneficial use and enjoyment of the Land or in anywise appertaining to the Land thereunto belonging to such parcel (the “*Appurtenances*”) and all governmental permits, entitlements, licenses and approvals, and any development rights (the “*Intangible Property*”). The “*Property*” shall mean, collectively, (a) the Land, (b) any Improvements thereon, (c) the Appurtenances appertaining thereto, and (d) the Intangible Property.

3. Earnest Money. Within three (3) business days of the Effective Date, Buyer shall deliver to a title company selected by Buyer (“*Escrow Agent*”) the sum of One Hundred Thousand Dollars (\$100,000.00) (“*Initial Earnest Money*”). In the event that Buyer delivers a Notice to Proceed in accordance with Section 9(a), Buyer shall within three (3) business days of delivery of such Notice to Proceed deliver to the Escrow Agent an additional sum of One Hundred Thousand Dollars (\$100,000.00) (“*Additional Earnest Money*” and together with the Initial Earnest Money, the “*Earnest Money*”). At the time of deposit of the Additional Earnest Money, all Earnest Money shall be non-refundable to Buyer other than in a circumstance of Seller default under Section 15(b). If the Earnest Money is deposited into an interest-bearing account at the direction of Buyer, all interest shall accrue to the benefit of Buyer. At Closing, the Earnest Money shall be credited against the Purchase Price and disbursed to Seller. All other matters relating to the escrow of the Earnest Money shall be governed by Section 30 herein.

4. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “*Purchase Price*”, shall be equal to Ten Thousand and 00/100 Dollars (\$10,000.00) per acre of the Property, as determined by the Survey (as defined below). Subject to any adjustments provided for herein, Buyer shall pay at Closing (as defined below) the balance of the Purchase Price remaining after application of the Earnest Money and any applicable prorations by certified, cashier’s or wired funds.

5. Closing. In the event that Buyer delivers a Notice to Proceed, the closing of the purchase and sale of the Property ("**Closing**") will be held via an escrow (the "**Escrow**") facilitated by Escrow Agent on any date selected by Buyer ("**Closing Date**") which is on or before that date which is sixty (60) days following the expiration of the Due Diligence Period. Notwithstanding the foregoing, if the date that is sixty (60) days following the expiration of the Due Diligence Period is not a business day, the Closing Date, unless otherwise mutually agreed by the parties, will be extended to the next business day. Further, the Closing Date may be further extended to accommodate any period specified in Section 7 or Section 8 with respect to Title Objections or Survey Objections.

6. Prorations and Adjustments to Purchase Price; Tax Incentives. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county real estate taxes, ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be exclusively responsible for the payment of any rollback taxes applicable to the Property, if any. In the event Impositions are not applicable to the Property on the date of Closing, no proration shall be applicable. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

(c) Seller shall utilize good faith efforts to have approved for the Buyer a fee-in-lieu of tax arrangement with a millage locked at 6%.

7. Title.

(a) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which are unacceptable to Buyer (each a "**Title Objection**"), and Seller shall, within ten (10) days after receipt of such Title Objection, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, then, at the option of Buyer, Buyer may, as its sole and exclusive remedies: (1) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (2) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (3) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the

Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections. If Buyer fails to give notice of its election to terminate this Agreement as a result of any Title Objection or any Survey Objection within ten (10) days of Seller's failure or refusal to cure any Title Objection or Survey Objection, for any reason whatsoever, Buyer's right to terminate this Agreement under this Section 7 or under Section 8 of this Agreement shall expire and any Title Objections (excluding Monetary Encumbrances as defined below) and Survey Objections shall be deemed to be "**Permitted Exceptions**". Moreover, any matter disclosed on title or the Survey (or any update of either obtained by Buyer) to which Buyer does not timely raise a Title Objection (excluding Monetary Encumbrances) or a Survey Objection or which are approved by Buyer, and any Title Objection and/or Survey Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a "**Permitted Exception**".

(b) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an encumbrance on title to the Property (the "**Monetary Encumbrances**") (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Escrow Agent (in its capacity as title insurer).

(c) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, clearing of timber, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall be granted or withheld in Buyer's discretion.

(d) Seller shall promptly notify Buyer of any substantive or material change in any condition with respect to the Property or of the occurrence of any event or circumstance which makes any representation or warranty of Seller to Buyer under this Agreement untrue or misleading in any material respect, or any covenant of Seller under this Agreement incapable of being performed, it being understood that the Seller's obligation to provide notice to Buyer under this subsection shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement. In the event of any of the foregoing, Buyer shall have the right to terminate this Agreement in accordance with its terms and pursue its remedies under Section 15(b) herein in the event of a breach by Seller.

8. Survey.

(a) Buyer shall, at its cost and expense, obtain a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina and deliver a copy thereof to Seller promptly after receipt, and in no event later than fifteen (15) days prior to expiration of the Inspection Period. Such survey shall be signed and certified by the surveyor. Subject to Seller's reasonable approval of the Survey, the Survey shall be recorded in the real estate records of Richland County, South Carolina, and the legal description of the Property set forth in the Deed (as defined herein) to be delivered by Seller at Closing shall be based upon and shall conform to the Survey. The Purchase Price shall be determined based on the acreage in the Survey, once approved by both parties.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to any specific matters which are unacceptable to Buyer as shown on said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may

be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, as its sole and exclusive remedies, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (2) above.

9. Investigation of the Property.

(a) Buyer shall have until **one hundred twenty (120)** days after the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. Buyer shall have the option to extend the Inspection Period for one thirty (30) day period by providing written notice to Seller prior to the 120th day following the Effective Date (the "**Inspection Period Extension**"). Upon such Inspection Period Extension, a Fifty Thousand Dollar (\$50,000.00) portion of the Earnest Money shall become automatically non-refundable to Buyer except in the event of a Seller default. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer for any reason or no reason, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement. If on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, Buyer has not provided notice to Seller of its election to proceed to Closing, this Agreement shall be deemed terminated by Buyer, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement.

If Buyer does elect to proceed to Closing, it shall deliver notice to Seller of such election on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period ("**Notice to Proceed**"), and within three (3) business days of the date of the Notice to Proceed deliver to the Escrow Agent the Additional Earnest Money (as defined in Section 3 above).

(b) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property including without limitation customary environmental inspections and subsurface soil tests; *provided, however,* that (i) Buyer shall not be entitled to conduct any environmental investigations on the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling, drilling, etc.) without the prior written consent of Seller, such consent not to be unreasonably withheld provided the Phase I environmental report recommends additional testing, and (ii) such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property. Buyer hereby agrees to repair any damage to the Property resulting from or in connection with, and to restore the Property to as close to its original condition as is practicable following the exercise of Buyer's rights under this Agreement, which obligation shall survive the termination of this Agreement.

(c) Within three (3) days of the Effective Date, Seller will deliver to Buyer all information related to the Property that is in the actual possession of Seller (collectively, and together with

all other items delivered from Seller to Buyer, the "***Seller Deliveries***"). Seller makes no representation or warranty as to the accuracy or completeness of any of the Seller Deliveries, and Buyer acknowledges and agrees that all of the Seller Deliveries are provided to Buyer as a convenience only and that any reliance on or use of the Seller Deliveries shall be at the sole risk of Buyer.

(d) Buyer hereby agrees to reimburse Seller for all actual and direct claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section; provided, however, in no event shall Buyer be liable for any pre-existing environmental or physical conditions within the Property revealed by its investigations. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case, for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Subject to payment of the Purchase Price, Seller shall deliver to Buyer via the Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property (the "***Deed***"); (ii) an Owner's Affidavit or similar certificate, in form and substance reasonably acceptable to Escrow Agent (in its capacity as title insurer), with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Escrow Agent (in its capacity as title insurer) as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina; (vi) an affidavit in form and content acceptable to Buyer and Buyer's title insurance company that the Property does not constitute a majority of the assets of Seller; and (vii) such other items as may be reasonably requested by the Escrow Agent.

(b) Buyer shall deliver to Seller via the Escrow Agent the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property; and (iii) such other items as may be reasonably requested by the Escrow Agent.

11. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, applicable stamp taxes, excise taxes and recording and transfer taxes or fees payable in connection with the recordation of the Deed, a lien search fee, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay the commission to Buyer's Broker (as defined below), its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property, the cost of the Survey, all escrow fees and closing costs charged by the Escrow Agent, and the recording costs associated with the recording of the Deed.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

13. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows as of the Effective Date:

(i) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or, to Seller's actual knowledge without any duty to investigate, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending or, to Seller's actual knowledge without any duty to investigate, threatened or contemplated condemnation actions involving all or any portion of the Property; there are no contemplated actions or plans by any governmental entity: to close any public street adjoining the Property; to terminate, modify, or change any curb cut or street opening or any permit, license, or approval with respect to vehicular or pedestrian access between the Property and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Property that would restrict or limit access between the Property and such street. Seller agrees to furnish Buyer with a copy of any notice of any such proceeding, action, or assessment within five (5) days after receipt thereof. Seller has no knowledge of any third party (whether governmental or non-governmental) approval rights concerning the use or development of the Property.

(iii) That to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, the title commitment or the Survey, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for utilities.

(iv) Seller has received no written notice and has no knowledge of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found in violation of Environmental Law (defined below), and, to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, no hazardous substances or wastes have been generated, disposed of, released or found on the Property in violation of Environmental Law. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes (collectively, "**Environmental Law**"). In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(v) Seller has not received any written notice from any municipal, county, state or other governmental authority, and has no actual knowledge without any duty to investigate, of any violations of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(vi) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge without duty to investigate of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and there are no tenants or other persons or entities on the Property claiming through Seller which will have a right of possession beyond the date of Closing.

(viii) Seller has good and marketable fee simple title to the Property, which is free and clear of all liens, defect and adverse encumbrances.

(ix) No person, firm or entity, other than Buyer, has any right to purchase or otherwise acquire the Property or any part thereof by, through or under Seller.

(b) Any reference to "Seller's actual knowledge" above shall be limited to the actual knowledge, without duty of investigation of Jeff Ruble, as the Director of Economic Development for Richland County, *provided however*, the foregoing representations and warranties are given by Seller only and not any individual. The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date (with Seller's delivery of the Deed being deemed certification that all representations and warranties are true in all material respects as of the Closing Date), and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Seller is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Seller default hereunder entitling Buyer to any remedies available pursuant to Section 15(b) herein.

(c) In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as of the Effective Date and again as of the Closing Date:

(ii) That this Agreement has been duly authorized and executed on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or, to Buyer's actual knowledge without any duty to investigate, threatened against, by or affecting Buyer which question the validity or enforceability of this Agreement or of any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, to the best of Buyer's knowledge, will not violate any contract, agreement or other instrument to which Buyer is a party, or any law, judicial order or judgment of any nature by which Buyer is bound.

(d) The obligation of Seller that arises to sell the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Buyer in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date, and Buyer having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In

the event any representation or warranty of Buyer is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Buyer default hereunder entitling Seller to any remedies available pursuant to Section 15(a) herein

14. Disclaimer; AS IS. Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, it is understood and agreed that Seller is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied, as to habitability, merchantability, or fitness for a particular purpose (other than the limited warranty of title to be set forth in the Deed). Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the property "AS IS, WHERE IS, WITH ALL FAULTS". Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, all manner of defects and adverse physical conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, except in connection with any express representations and warranties of Seller made in this Agreement, shall be deemed to have waived, relinquished and released Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent defects, physical conditions, violations of any applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the Deed and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property reflects that the Property is being sold subject to the provisions of this Section. Notwithstanding any provisions to the contrary herein, the provisions of this paragraph shall not release seller from liability for: (a) any damages, claims, liabilities or obligations arising out of or in connection with a breach of (or failure to comply with) any covenant, representation or warranty of Seller set forth in this agreement or any of the Closing documents executed by Seller pursuant to this agreement; or (b) Seller's intentional, active fraud or fraudulent concealment. Seller and Buyer agree that the provisions of this Section shall survive Closing.

15. Remedies

(a) Buyer Default. Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default (except for Buyer's obligation to close timely, or to timely deliver the documents and/or funds required to be delivered by Buyer under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Seller may terminate this Agreement by written notice to Buyer, in which event the Earnest Money shall be retained by Seller as full liquidated damages for such default, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof). The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason

of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Seller Default. Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, and such default is not cured within ten (10) days after written notice by Buyer to Seller specifying the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Buyer shall be entitled, as its sole and exclusive remedies hereunder, to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer all of Buyer's out-of-pocket expenses incurred in connection with this Agreement and Buyer's intended acquisition and development of the Property (such reimbursement in no event to exceed \$25,000), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof), or (ii) seek specific performance of this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative or consequential damages. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is 90 days following the date upon which the Closing was to have occurred.

16. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money, including any non-refundable portions, shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

17. Assignment. Other than assignment to an affiliate entity controlled by or under common control with Buyer, including a newly formed entity of which a majority is owned by partners of Buyer, which shall not require Seller's consent, this Agreement may not be assigned by Buyer without prior written consent of Seller. This Agreement shall not be assigned by Seller.

18. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

19. Brokers. Buyer warrants and represents to the Seller that Buyer shall be responsible for payment of all brokerage commissions or fees payable to **National Land Realty** (the "**Buyer's Broker**") and shall indemnify Seller from and against any claims made by such party. Other than Buyer's Broker, each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and each party agrees to indemnify and hold the other harmless against any such claim made by any broker claiming by, through or under such party. The indemnity obligation contained in this Section 19 shall expressly survive the Closing or any termination of this Agreement.

20. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for one (1) year.

21. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

22. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

23. Time. Time is and shall be of the essence of this Agreement.

24. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

25. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

26. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below, or by a PDF or similar attachment to an email. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, mailing as the case may be, for email, the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer, unless otherwise specified herein; provided, however, that if such actual delivery occurs after 5:00 p.m. (CST where received) or on a non business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Buyer: c/o Summit Real Estate
135 N. Meramec Ave, Ste. 600
St. Louis, MO 63105
Attention: Mark Billeaud, Partner
Telephone: 314-503-6023
Email: mbilleaud@summitstl.com

With a copy to: Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attn: Missy McCoy
Telephone: (314) 444-1350
Email: mmccoy@lewisrice.com

Seller: Richland County, South Carolina

2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: 803.576.2054
Email: _____
Richland County, South Carolina
Economic Development Office
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Attn: Jeff Ruble
Email: _____

With a copy to: Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Attn: Todd Haynie
Phone 803.255.8000
Email: _____

27. Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. Seller and Buyer hereby acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

28. Counterparts, Separate Signature Pages and Electronic Signatures. This Agreement may be executed in several counterparts and by separate signature pages, each of which may be deemed an original, and all such counterparts and separate signature pages together shall constitute one and the same Agreement. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes.

29. General Agreements. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Escrow Agent falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

30. Escrow of Earnest Money. The Earnest Money shall be held in escrow (the "**EM Escrow**") by Escrow Agent subject to the terms and provisions of this Agreement. If the EM Escrow shall be terminated by the mutual agreement of Seller and Buyer or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid or if a dispute should develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the same in accordance with the joint written instructions of Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent shall have served written requests for instructions upon Seller and Buyer, the said Escrow Agent shall have the right to pay all or any portion of the Earnest Money into any state or federal court located in Richland County, South Carolina and interplead Seller and Buyer in respect thereof, and thereafter the Escrow Agent shall be discharged of any

obligations in connection with the Earnest Money. If costs and expenses (including attorneys' fees) are incurred by the Escrow Agent because of litigation or dispute between Seller and Buyer arising out of the holding of said funds, the non-prevailing party (i.e., either Seller or Buyer) shall pay the Escrow Agent such reasonable costs and expenses incurred. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding or investment of the Earnest Money held in EM Escrow pursuant hereto except for negligence or willful misconduct; that the Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this EM Escrow; and that in the event of any dispute under this EM Escrow, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken in good faith in accordance with the opinion of counsel. The Escrow Agent's address for purposes of mailing or delivery of documents and notices is as follows:

First American Title Insurance Company
Attn: Josh Cohen
182 Maryland Ave, Suite 400
Clayton, Missouri 63105
E-mail: jjcohen@firstam.com
Direct: (314) 898-1639

Provisions with respect to notices as otherwise set forth in this Agreement shall apply with respect to matters pertaining to this EM Escrow

Signature page to follow.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

SELLER:

Richland County, South Carolina

By: _____
Name: _____
Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 202__.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

BUYER:

ARROWROCK INCOME & GROWTH FUND III, LP

By: Arrowrock Income & Growth Fund III GP, LLC,
a Delaware limited liability company,
its general partner

By: Summit Realty Ventures, LLC,
a Missouri limited liability company,
its sole member

By Summit Real Estate Group
its Managing Member

By: _____
Name: L. Mark Billeaud
Title: Co-Managing Member

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT

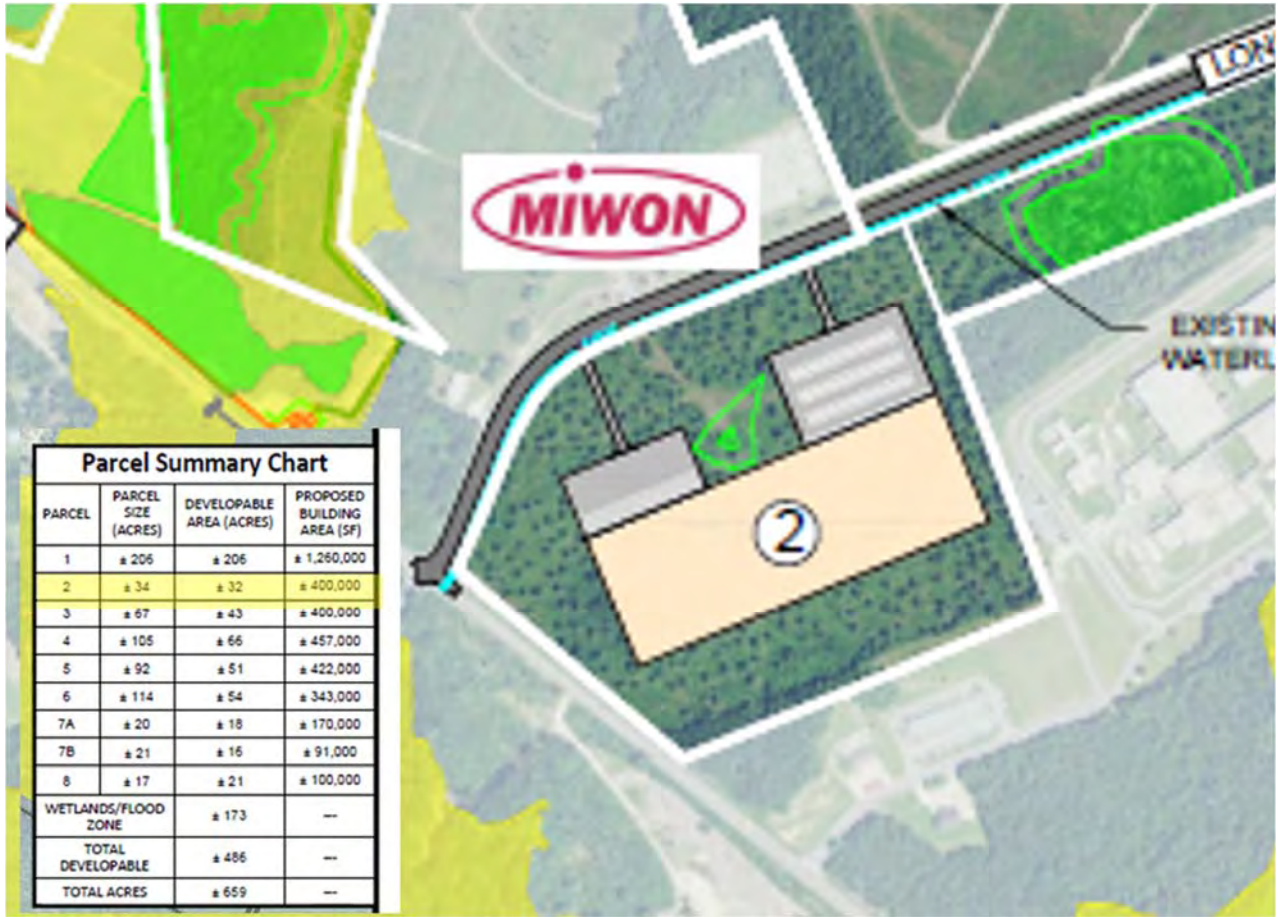
I, _____, Notary Public, certify that L. Mark Billeaud, as Co-Managing Member of Summit Real Estate Group, the Managing Member of Summit Realty Ventures, LLC, the sole member of Arrowrock Income & Growth Fund III GP, LLC, the general partner of **ARROWROCK INCOME & GROWTH FUND III, LP**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 202__.

Notary Public for _____

My Commission Expires _____

EXHIBIT "A"



Richland County Council Request for Action

Subject:

21-028MA
Matt Rains
HI to RS-MD (113.2 Acres & 8.32 Acres)
Farrow Road
TMS # R17600-02-32 & 46

Notes:

First Reading: November 18, 2021
Second Reading: March 1, 2022 {Tentative}
Third Reading: March 15, 2022 {Tentative}
Public Hearing: November 18, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17600-02-32 AND 46 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-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 # R17600-02-32 AND 46 from Heavy Industrial District (HI) to Residential Single-Family Medium Density District (RS-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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 18, 2021
First Reading: November 18, 2021
Second Reading: December 7, 2021
Third Reading: December 14, 2021

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

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

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

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

WHEREAS, the Project is anticipated to result in an investment of approximately \$9,318,000 in taxable real and personal property and the creation of approximately 21 new, full-time equivalent jobs; and

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

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

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

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

Section 3. County Council confirms that the Project was identified and reflected prior to December 31, 2020 and adopting this Resolution permits expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

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

RESOLVED: March 1, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

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

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

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

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

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

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

WHEREAS, Project Vanguard (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,318,000 and the creation of 21 new, full-time jobs; and

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

WHEREAS, the County has determined to transfer certain property associated with the Project to the Sponsor pursuant to the terms of a Purchase and Sale Agreement, the final form of which is attached as Exhibit B (“Purchase Agreement”), which is now before this meeting, and the County has determined that it is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, this Ordinance authorizes the conveyance of property following the holding of a public hearing in accordance with the requirements of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended; and

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 and Purchase 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 form, terms and provisions of the Purchase Agreement that is before this meeting are approved and all of the Purchase 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 and Purchase 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 Purchase Agreement and to deliver the Fee Agreement and Purchase Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The County confirms that the existing Park boundaries include the location of the Project. 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 confirm the inclusion of the Project in the Park boundaries. Following execution of the Fee Agreement, written notice shall be provided to Fairfield County confirming 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, the Purchase Agreement, and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in

conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 23, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT VANGUARD

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2022

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Vanguard	
Project Location	[to complete for third reading]	
Tax Map No.	[to complete for third reading]	
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	\$9,318,000	1.1
• Contract Minimum Jobs Requirement	21 new jobs over and above base of 22 existing jobs	1.1
• Investment Period	6 years	1.1
• Assessment Ratio	6%	4.1(a)(ii)
• Millage Rate	475.1	4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	4.1(a)(iii)
• Claw Back Information	Act Minimum Investment Requirement	7.1(e)
Multicounty Park	I-77 Corridor Regional Industrial Park	N/A
Infrastructure Credit		
• Brief Description	15%	Exhibit D
• Credit Term	10 years	Exhibit D
• Claw Back Information	Prorated clawback	Exhibit E
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2022, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Vanguard, a corporation organized and existing under the laws of the State of Nevada (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,318,000 and the creation of 21 new, full-time jobs;

(d) By an ordinance enacted on _____, 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$9,318,000.

“**Contract Minimum Jobs Requirement**” means not less than 21 full-time, jobs created by the Sponsor in the County in connection with the Project, over and above base employment of 22 full-time jobs.

“**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 D.

“**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, 2055, the Final Termination Date is expected to be January 15, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2025.

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

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

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

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

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

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

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

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

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

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

“**Sponsor**” means Project Vanguard 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 or before December 31, 2020 and adopted an Inducement Resolution, as defined in the Act on _____, 202__.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in

service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property 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 475.1 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the

calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

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

**ARTICLE VII
DEFAULT**

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

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

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

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

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

(e) A failure to meet the Act Minimum Investment Requirement within the Investment Period;

(f) 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;

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

(h) 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.

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

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

[PROJECT VANGUARD]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

15% SSRC for ten years

**EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK**

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

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

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

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

In calculating 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 \$100,000 in Infrastructure Credits, and \$7,454,400 had been invested at the Project and 14 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 14/21 = 66.667%

Investment Achievement Percentage = \$7,454,400/\$9,318,000 = 80%

Overall Achievement Percentage = (66.667% + 80%)/2 = 73.333%

Claw Back Percentage = 100% - 73.333% = 26.667%

Repayment Amount = \$100,000 x 26.667% = \$26,667

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

EXHIBIT B
FORM OF PURCHASE AGREEMENT

[TBA]

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND A COMPANY KNOWN FOR THE TIME BEING AS PROJECT WOLF; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, Project Wolf, an entity whose name cannot be publicly disclosed at this time (“Company”), desires to invest capital in the County in order to establish a manufacturing operation in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment greater than \$2,500,000 in taxable real and personal property at a manufacturing operation; and

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

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

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

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

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

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

RESOLVED: March 1, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND A COMPANY KNOWN FOR THE TIME BEING AS PROJECT JACKAL; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, Project Jackal, an entity whose name cannot be publicly disclosed at this time (“Company”), desires to invest capital in the County in order to establish a manufacturing operation in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment greater than \$2,500,000 in taxable real and personal property at a manufacturing operation; and

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

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

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

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

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

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

RESOLVED: March 1, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

STATE OF SOUTH CAROLINA)
) RESOLUTION NO. _____
COUNTY OF RICHLAND)

A RESOLUTION CERTIFYING PROPERTY AS AN ABANDONED BUILDING SITE PURSUANT TO THE SOUTH CAROLINA ABANDONED BUILDINGS REVITALIZATION ACT, TITLE 12, CHAPTER 67 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees, or premium taxes, or a credit against local property taxes; and

WHEREAS, 209 Stoneridge, LLC (the “Taxpayer”) has rehabilitated certain property located at 209 Stoneridge Drive in Columbia (the “Property”), which is located within Richland County (the “County”); and

WHEREAS, the Taxpayers have expressed a desire to claim income tax credits under the Act, which shall have no fiscal impact on the County, and the Taxpayer previously filed a Notice of Intent to Rehabilitate to that effect with the South Carolina Department of Revenue; and

WHEREAS, Section 12-67-160 of the Act provides that a taxpayer may apply to the city or county in which an abandoned building is located for a certification of the abandoned building site, and the taxpayer may conclusively rely upon that certification in determining the credits allowed; and

WHEREAS, the Taxpayers have applied to the County to certify an abandoned building site, defined by Section 12-67-120 of the Act, in order to facilitate Taxpayers’ claims for income tax credits; and

WHEREAS, given that the claim for income tax credits will have no fiscal impact on the County and that certification would enhance the likelihood of restoring non-productive property in the County to productive use, the County Council wishes to provide such certification in accordance with Taxpayers’ request.

NOW THEREFORE, BE IT RESOLVED by the Richland County Council in meeting duly assembled, as follows:

Section 1. The Taxpayers have requested the County to certify the below-described site pursuant to Section 12-67-160 of the Act.

Section 2. Based solely on information provided to the County by the Taxpayer and representatives of the Taxpayer, the Property satisfies the criteria for abandonment as required by Section 12-67-120(1) of the Act, namely that the Property was at least sixty six percent (66%) closed continuously to business or otherwise nonoperational for income producing purposes for more than five years as of the date of the Notice of Intent to Rehabilitate filed by Taxpayers on June 9, 2017.

Section 3. Based on the foregoing criteria, the County hereby certifies that, as of the date of the Notice of Intent to Rehabilitate (June 9, 2017), the Property (i) was an abandoned building site that includes an abandoned building as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of the abandoned building site was consistent with Section 12-67-120(2) of the Act.

Section 4. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

(Signature Page Follows)

RESOLVED this 1st day of March, 2022.

**RICHLAND COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

(ATTEST)

Signature: _____

Name: _____

Title: Clerk to Council

*****IMPORTANT NOTICE TO TAXPAYERS*****

Pursuant to Section 12-67-160, a taxpayer may only rely upon a city or county certification if the taxpayer includes a copy of the certification with the first South Carolina income tax return for which the credit is claimed. Richland County assumes no responsibility for compliance with this filing requirement.

Richland County Council Request for Action

Subject:

Grant Management Software

Notes:

February 15 – The Coronavirus Ad Hoc Committee recommended Council approve the allocation of \$687,949.00 in American Rescue Fund and other applicable Federal grant funding sources to purchase comprehensive grant management software to facilitate the process of distributing, tracking, and processing both grant funds received and distributed.



Agenda Briefing

Prepared by:	Aric Jensen	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	January 20, 2022	Meeting Date:	February 15, 2022
Legal Review	Patrick Wright via email	Date:	February 8, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Coronavirus Ad Hoc		
Subject:	Purchase Grant Management Software		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of a motion to allocate \$687,949.00 in American Rescue Fund and other applicable Federal grant funding sources to purchase comprehensive grant management software to facilitate the process of distributing, tracking, and processing both grant funds received and distributed.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There would be no fiscal impact to the County budget until January 2027.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

As discussed on various occasions, County Administration does not currently have the technological resources to efficiently administrator the increased influx in funding and pass-through grant programs that are the result of Federal COVID-19 mitigation efforts. These Federal funds involve extensive reporting and monitoring, both for monies the County expends and for those it passes through to others. As a result, the County has had to contract with 3rd party vendors and/or devise other temporary workarounds.

The request at this time is for the Council to authorize the County Administrator to expend up to \$687,949.00 to acquire comprehensive grant management software for a period of 5 years, with the understanding that the intent is for 100% of the expense is to be paid from American Rescue Fund allocations upfront. However, there is a possibility that additional services may be necessary to translate existing and historical data into a format compatible with the new software. The current estimate includes the data translation costs that are known at this time - any unforeseen expenses would need to come back to Council or be handled administratively if within the purview of the County Administrator.

Recommendation	ARP Funding	Annual Cost Analysis	Goals
Purchase eCivis software package and licenses for the Budgeting, CD, and GCS departments for a 5 year period	Not to exceed \$687,949.00 total for the period of Mar 01, 2022 Until Feb 28, 2027	Year 1 \$159,200 for Initial Development and Services Year 2 \$129,250 Year 3 \$129,250 Year 4 \$133,128 (inc. 3% Technology Fee) Year 5 \$137,121 (inc. 3% Technology Fee)	One time entering of data/error prevention Cross departmental access Single software platform and training Efficiency improvements Cross-training/ coverage

The total project/software request is a not to exceed amount of \$687,949.00. Staff recommends the Committee carry a motion to Council to budget and allocate American Rescue Funds in this amount.

ADDITIONAL COMMENTS FOR CONSIDERATION:

In considering a grants management software package, Staff identified the following needs and criteria:

- Track record of at least 5 years
- Available functionality across multiple departments, including: Budget, CD Grants, Government Community Services, Emergency Services, Transportation, and Sheriff’s Office.
- Ability to transfer financial information to County’s existing financial management software without re-inputting data.
- Ability to transfer data from County’s existing grant management software platforms.
- Established/experienced support system.

ATTACHMENTS:

1. Click or tap here to enter text.

Richland County Council Request for Action

Subject:

ERAP Vendor

Notes:

February 15, 2022 – The Coronavirus Ad Hoc Committee recommended Council approve an extension of the existing agreement with TetraTech to administer the distribution of any reallocated Emergency Rental Assistance 1 funds.



Agenda Briefing

Prepared by:	Aric Jensen	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	February 4, 2022	Meeting Date:	February 15, 2022
Legal Review	Patrick Wright via email	Date:	February 4, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MPA, CPM	
Committee	Coronavirus Ad Hoc		
Subject:	Emergency Rental Assistance 1 Funds Reallocation and Administration		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of an extension of the existing agreement with TetraTech to administer the distribution of any reallocated Emergency Rental Assistance 1 funds.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

As proposed, 1% of the reallocated ERA 1 funds would come to the County to help cover internal costs associated with the distribution of funds to approved recipients and related administration. This may include the temporary hiring/contracting of additional accounts payable personnel for the duration of the program.

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

None.

REGULATORY COMPLIANCE:

The existing ERA 1 Program is conducted in accordance with US Treasury program guidelines and related federal statutes, as well as South Carolina budgeting and financial auditing practices.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County has been tentatively awarded \$22.4M in reallocated Emergency Rental Assistance 1 funds, which is approximately equal to the total amount that was issued to the County in rounds 1 and 2 of the program. The reallocated funds represent money that was allocated to other jurisdictions in South Carolina but that was not distributed in a timely fashion.

Richland County previously contracted with Tetra Tech to administer both its ERA 1 and ERA 2 programs, which have been recognized nationally for outstanding performance. Staff believes that it is in the County's best interest to continue to contract with Tetra Tech, and proposes extending the service agreement with minor revisions, as attached.

ADDITIONAL COMMENTS FOR CONSIDERATION:

While there is always room for improvement, the existing County ERA 1 and ERA 2 programs were extremely successful and were recognized by the US Treasury Dept. and locally for their performance. While it is possible to put this service out for RFP, that process would most likely take an extended period of time, which will delay fund disbursement to those in need.

ATTACHMENTS:

1. Draft Richland County, South Carolina Task Order No. 27-2022-RichlandCo

**RICHLAND COUNTY, SOUTH CAROLINA
TASK ORDER No. 27-2022-RichlandCo**

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

PROJECT: Emergency Rental Assistance Program – Supplemental Funding
October/2015 Severe Storm and Flooding/COVID19

DURATION OF WORK:

Estimated period of performance is from **March 1, 2022** through **February 28, 2023**. The project work schedule will be reviewed during the last 90 days of the Period of Performance to determine if a work extension is required for one or more of the positions budgeted for in this task order.

SCOPE OF SERVICES:

The County and Tetra Tech agree that Tetra Tech will provide extended Emergency Rental Assistance Program (ERA 1) services described in the scope of work attached hereto as **Exhibit A**.

ESTIMATED COST (not to exceed):

The project not-to-exceed amount is 9% of the total award amount expended, which is projected to be **\$2,016,409.00** (two million, twenty-four thousand, four hundred seventy dollars), assuming a total award and expenditure amount equal to \$22,494,194.48.

The project not-to-exceed cost is based on Tetra Tech’s current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between Richland County and Tetra Tech. The fee for the services for this task order will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates, which shall not increase from the existing MSA with Richland County, along with direct project related expenses reimbursed to Tetra Tech in accordance with the Professional Services Agreement procured under the **Richland County RFP No. RC-651-P-2016** for Consulting and Representation Services - Disaster Recovery.

INVOICE AND PAYMENT:


Monthly Invoices -- Invoices are to be mailed to:
Richland County Finance Dept.
P.O. Box 192
Columbia, SC 29204

Payment terms are Net 30 days -- Payments are to be mailed to:
Tetra Tech, Inc.
PO 911642
Denver, CO 80291-1642

APPROVED BY:

Tetra Tech, Inc.

Richland County, South Carolina

Signature: 
Name: Jonathan Burgiel
Title: Business Unit President

Signature: _____
Name: _____
Title: _____

EXHIBIT A

Richland County, South Carolina Emergency Rental Assistance Program – Supplemental Funding

I. SCOPE OF SERVICES

Richland County, South Carolina (“the County”) previously received \$22,522,407.00 under the ERA 1 and ERA 2 programs and in collaboration with Tetra Tech, Inc. (“Tetra Tech” or “TT”) successfully designed and implemented both programs. As a result of successfully distributing all the grant program funding, the County has requested and been allocated an additional total grant amount of \$22,494,194.48 in ERA 1 supplemental funding. \$494,194.48 is redistributed funding directly from the U.S. Department of Treasury and \$22,000,000.00 is redistributed funding from the State of South Carolina’s ERA 1 funding from the U.S. Department of Treasury. As with the original funding, these supplemental funds are to assist Richland County residents with rent, rental arrears, utilities and home energy costs arrears, utilities, and other expenses related to housing and administrative expenses.

Using much of the same trained staff that is well versed on the existing program that Tetra Tech helped the County to design, Tetra Tech is prepared to begin work immediately upon Notice to Proceed from the County. As before, Tetra Tech is prepared to engage with the County in a combination of settings either on-site at County offices or through remote platforms such as Microsoft Teams, Cisco WebEx, Zoom, etc.

Task 1: Kickoff Meeting & Project Work Plan

As an initial step upon Notice to Proceed, Tetra Tech will host a kickoff meeting between the Tetra Tech team (composed of senior Tetra Tech staff and project personnel) and County staff. Topics to be discussed in the kickoff meeting and memorialized in a project work plan will include the following:

- Establish a timeline of key events (e.g., milestones, timing for meetings, reporting schedules, etc.)
- Update contact information for key Tetra Tech, County, and other agency staff
- Discuss outstanding items from the two previous Emergency Rental Assistance (ERA 1 & 2) programs
- Identify potential opportunities to enhance or improve the program
- Discuss updates to the Policy & Procedures Manual to comply with ERA 1 requirements
- Identify reporting and information requirements for the County and the U.S. Treasury
- Review the current tenant and landlord applications and the applicant portal to identify the updates that must be made to comply with ERA 1 program requirements

Tetra Tech Work Plan

The Tetra Tech team will develop a project work plan detailing the following:

- Project method breakdown, sequence, and plan
- Project tasks and deliverables
- Project timeline and deliverable dates
- Responsibilities and organizational and reporting relationships of the Tetra Tech team to the County

Tetra Tech will submit the project work plan to the County within 5 business days of the kickoff meeting for review and approval.

Task 2: Implementation Plan – SOPs, Application Criteria, Eligibility, Financial Procedures, and Compliance

Following an assessment of the County’s ERA program needs, Tetra Tech will work with County stakeholders to update its Policy & Procedures Manual along with standard operating procedures (SOPs) to transition from ERA 2 back to ERA 1. These documents will be published, shared, and made available via online collaboration spaces to ensure that all team members are aligned throughout project execution.

The final program Policy & Procedures Manual and SOPs will be designed to integrate seamlessly with intake software. The Policy & Procedures Manual, SOPs, and application software will address the program requirements described below.

Application Software Tools

We will utilize the Neighborly Software platform to expedite the pre-screening, eligibility, and approval process. These tools will verify duplication of benefits, reduce application fraud, and focus on overall program compliance.

Financial Procedures

We anticipate that the ERA program will evolve, and program requirements will change as supplemental guidance is released. Our team is prepared for this scenario and is building our systems to quickly adapt to financial and documentation requirements.

SOP Updates

As the program evolves and new program requirements and guidance are released, we will modify programmatic SOPs and other procedures to mitigate risk of noncompliance. We anticipate that the U.S. Treasury will issue subsequent guidance document(s) to further clarify the program.

Tetra Tech has developed program management tools in collaboration with the County that will be incorporated into the revised ERA 1 SOPs including:

- Checklists
- Applicant follow up processes
- Requests for information messages
- Process flows

We continuously work on ways to improve processes, communication, and project understand to achieve the goals of the project and meet the County's needs. Our project manager has a daily briefing with eligibility review staff to make sure the team understands the requirements of the program and address outliers. We have a Microsoft Teams site established for the reviewers to communicate efficiently throughout the day. Our project management staff has a twice weekly conference call to share insights and lessons learned on the ERA programs we are managing throughout the country. **We will continue to implement these best management practices on the revised ERA 1 program to provide the highest level of service to the County.**

Principles of Compliance

Tetra Tech's compliance program is built around four primary principles. Our strict adherence to these principles results in projects progressing smoothly, on schedule, and on budget.

- **Staffing, Training, and Development.** We ensure that the project is staffed with personnel who are well qualified and trained to perform the work at hand, including a strong mix of senior and junior personnel (depending on the task requested).
- **Standard Operating Procedures.** SOPs are the foundation of Tetra Tech's compliance activities. We have developed our processes to ensure consistent application of grant management activities and allow for new staff to quickly be integrated into a program.
- **Quality Audits.** Quality audits are performed by an objective senior quality control manager who is not directly associated with the project. Elements of the audit include ensuring that the proper staff are assigned to the project, key risk items are identified and mitigated, and SOPs have been implemented to ensure consistency and quality.
- **Senior Management Oversight.** As part of this process, our senior personnel will review and report on project activity to the County to ensure that work is progressing according to the agreed standards.

Task 3: Call Center and Case Management Center Operations

Tetra Tech will maintain the County's call center and case management center to house Tetra Tech staff working on the project. The space includes the furnishings, computers, and internet capabilities to serve the project. Tetra Tech will provide ongoing coordination and technical assistance remotely to the County and partner agencies.

Many ERAP applicants will be navigating federal funding for the first time, and Tetra Tech professionals will be available to help residents through the application process. The call center will remain open for the full period of performance. Call center staff will be available to direct applicants to the online application system, answer questions about the program, and provide clarifications during the application intake period. Our goal is to help as many applicants as possible. Trained staff and our innovative software system will allow us to help many applicants via the call center.

Task 4: Data Management and Reporting

Given our extensive grant management work, we have embraced technology and routinely design and implement complex data collection and reporting tools. Tetra Tech can design and implement data collection technologies that allow for real-time tracking and reporting for the County. These typically include:

- **Periodic Reports.** At intervals determined appropriate by the County (generally weekly, monthly, or quarterly), we will submit reports summarizing activities during the reporting period to include production, quality, staffing, or any other metric or criteria deemed necessary.
- **Data Management.** Tetra Tech customizes data management tools so that the review and analysis of the data and preparation of tables and graphs are as automated as possible.
- **Final Reports.** The final report will capture the lessons learned and serve as a final accounting of the performance in program delivery.

Task 5: Eligibility Team Reviews and Funds Disbursed

Tetra Tech has designed and implemented an eligibility review process to meet the County's specific needs. This includes the following application intake and review process:

- Application intake
- Eligibility review
- Budgeting
- QA/QC review
- County review
- Approved pending payment
- Funds disbursed
- Recertification

Tetra Tech, in coordination with the County finance department staff over the first 4 weeks, will work closely to complete batch/bulk processing approvals consistent with the same processes implemented for ERA 1 and ERA 2.

Task 6: Recertification and Appeals Processes

Recertification. Treasury guidance requires that when a household's income is calculated using current monthly income, eligibility must be redetermined every 3 months. Households may reapply for additional assistance at the end of the 3-month period, if needed, and if the overall 18-month time limit for assistance is not exceeded. Tetra Tech will assist the County to streamline the re-application/recertification process so that previously collected household documentation is used and new income documentation is easily collected from applicants. Tetra Tech will work with the County, landlords and tenants to begin disbursing additional funds through the recertification process.

Appeals. Tetra Tech will provide appeals services to the County for applicants who appeal the eligibility determination. This includes:

- Processing denial letters
- Creating appeal narratives
- Documenting communication with applications regarding appeals
- Processing case for any appeals that are upheld

Task 7: U.S. Treasury Reporting

The U.S. Treasury established quarterly cycle reporting requirements for the Coronavirus Relief Fund (CRF) program. We project the U.S. Treasury to institute a similar process through the GrantSolutions portal. Tetra Tech will work with the County to prepare documentation for the first cycle, which we anticipate will take place multiple times. Tetra Tech will follow the published guidance and upload required documentation to the GrantSolutions portal in coordination with the County.

Task 8: Final Report and Documentation Transfer

As the final deliverable provided by the Tetra Tech team, the final report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin compiling the documentation for the final report before the end of the contract period. This will ensure the team delivers a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our “deliver with the end in mind” approach to program management.

Tetra Tech is prepared to assist the County with the transfer of documentation to County servers or cloud-based data storage for simple recall and access during U.S. Treasury OIG audits.

II. COST PROPOSAL

The proposed estimated not-to-exceed budget of **\$2,016,409.00** (~9% percent of County’s ERAP grant from the U.S. Treasury) is based on Tetra Tech’s current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between County and Tetra Tech. The fee for services under this task order will be based on:

1. An initial project software fee for set-up and unlimited licensed use of Neighborly Software’s ERAP software for the duration of the project’s period of performance; and
2. Actual hours of services furnished multiplied by Tetra Tech’s hourly rates during the project’s period of performance.

Exhibit 1 provides the project software payment amount. Exhibit 2 outlines the anticipated labor categories, hourly rates, and estimated hours for each labor category during project implementation.

Exhibit 1: Project Software Payment [1]

Milestone Task	Payment Amount
Neighborly Software	\$134,965.00
Total	\$134,965.00

[1] The project software fee will be for set-up and unlimited licensed use of Neighborly Software’s ERAP software for the duration of the project’s period of performance. County will be invoiced for the software fee upon given a notice-to-proceed.

Exhibit 2: Estimated Cost Breakdown by Labor Category [2] [3] [4]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Subject Matter Expert	\$200.00	166	\$33,200.00
Project Manager	\$175.00	1344	\$235,200.00
Assessor/QA/QC II	\$125.00	3267	\$408,375.00
Assessor/QA/QC	\$90.00	418	\$37,620.00

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Analyst - Quality Control Review	\$85.00	3823	\$324,955.00
Monitor - Eligibility Review	\$65.00	8526	\$554,190.00
Administrative Specialist II - Call Center	\$48.00	4843	\$232,464.00
Administrative Specialist I	\$44.00	1260	\$55,440.00
Estimated Total			\$1,881,444.00

[2] The above estimated level of effort and associated costs are based on available information and assumptions at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. Tetra Tech will monitor progress against the above not-to-exceed amount on a monthly basis and notify the County if variances between budgeted and actual expenditures begin to develop. If, during the performance of this work, it is determined additional funding is required in order to complete the project, Tetra Tech and the County will mutually agree on a new/revised estimated cost and Tetra Tech will not proceed without written authorization from an authorized representative of the County.

[3] Tetra Tech may in its discretion, use fewer hours of one labor category and more hours of another labor category or categories, so long as Tetra Tech does not exceed the estimated project budget. Eligibility Specialist staff will be responsible for the review or applicant files, responding to applicants regarding approvals, denials, and the need for additional documentation from applicants. Call Center staff will be responsible for addressing general calls by potential applicants and landlords regarding the Program

[4] The County will be invoiced monthly for hours expended during the prior calendar month. As supportive documentation, invoices will include timesheets with descriptions of services provided. Labor rates are fully burdened to include overhead, profit, and standard project expenses.

III. ASSUMPTIONS

This scope of services and cost are based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The County personnel will be readily available to provide support, grant timely access to systems and data, provide input to the program requirements, and participate in trainings and meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 3 business days of the request from Tetra Tech. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project tasks may be delayed.
- **Check Disbursements.** Tetra Tech assumes that the County will be responsible for the disbursement of funds. The County will have access to customized payment files for check printing and distribution.
- **U.S. Treasury Program Requirements.** Tetra Tech's scope and budget are based on providing services to meet the current U.S. Treasury ERAP program requirements. To the extent changes are made to the U.S. Treasury ERAP program requirements, such unforeseen circumstances may result in an increase to the project budget, and Tetra Tech and the County will mutually agree on a new/revised scope of work and cost if required due to U.S. Treasury's changes to the ERAP program.
- **Remote Work.** Tetra Tech will work remotely during the period of performance from Tetra Tech offices whenever possible.
- **Program Participation:** Tetra Tech's program management fees are based on an estimate of 3374 eligible household applications reviewed by Tetra Tech.

- **Eligibility Determinations.** Tetra Tech cannot make final eligibility determinations. Only the grantee (County) can determine eligibility under the federal program requirements and guidelines. While Tetra Tech cannot guarantee any specific application is eligible to be paid for with federal funds received by the County, Tetra Tech will provide the County with an informed opinion regarding eligibility on each application based upon current guidance released by the U.S. Treasury. The County understands that the federal government determines what is eligible as guidance is being further refined for this unprecedented COVID-19 grant program. Tetra Tech, upon request by the County, will provide written explanation regarding any of Tetra Tech’s opinions on the use of U.S. Treasury funds.
- **Deliverables.** Tetra Tech will comply with the federal and state privacy and data security laws. Tetra Tech will not disclose the deliverables relating to the services to a third party, including internal departments, without written approval by the County.
- **Methods.** Except as otherwise provided in the Agreement, the County acknowledges that during its performance under the Contract, Tetra Tech may use products, materials, and methodologies proprietary to Tetra Tech and its subcontractors, and the County agrees that it will have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement (if) executed by the parties.
- **Other Assistance Needed.** The budget presented is limited to the scope of work included in the Agreement. Should the County request additional assistance on activities related to grant management support, it should be requested through a contract amendment process. To the extent that the County requests additional consulting support beyond this scope and budget, Tetra Tech will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the County for approval.
- **Federal/State Requests.** The County will forward requests from the U.S. Treasury expeditiously upon receiving the requests. Tetra Tech will respond to these requests on behalf of the County as directed.
- **Project Schedule.** Tetra Tech will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Duration of Work/Period of Performance.** The estimated project period of performance for this scope of work is through December 31, 2022. The period of performance may be extended upon approval by both parties, which may result in an increase in the project timeline and/or budget.
- **Fraud and Duplication of Benefit.** Tetra Tech is not responsible for fraudulent applications and will not be held financially liable for actual occurrences of fraud by applicants identified during the execution of the program or during audit. In addition, Tetra Tech cannot guarantee no duplication of benefits will occur if certain benefits are not reported as part of this program. Tetra Tech will work with the County to develop fraud and duplication of benefit deterrents (e.g., rules to be incorporated into the Neighborly Software).
- **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the resulting Task Order or Purchase Order by reference or incorporated as an exhibit in its entirety.

Richland County Council Request for Action

Subject:

Blythewood Rd. Widening Right-of-Way Condemnations

Notes:

February 22, 2022 – The Transportation Ad Hoc Committee recommended Council adopt a resolution for the exercise of the County’s eminent domain powers for the purpose of initiating condemnation actions for the acquisition of certain real property two tracts for the Blythewood Road Widening Project.



Agenda Briefing

Prepared by:	Mike Maloney, PE	Title:	Director
Department:	Transportation	Division:	Click or tap here to enter text.
Date Prepared:	January 24, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 3, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 4, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Blythewood Rd. Widening Right-Of-Way Condemnations		

RECOMMENDED/REQUESTED ACTION:

Staff requests that the Committee approve the proposed Transportation Ad Hoc Committee Resolution (attached hereto) that recommends Council adopt a resolution for the exercise of the County's eminent domain powers for the purpose of initiating condemnation actions for the acquisition of certain real property two tracts for the Blythewood Road Widening Project.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The S.C. Eminent Domain Procedure Act requires the Condemner, Richland County, to deposit with the Clerk of Court for Richland County the appraised value for the right-of-way acquisitions at the two tracts on Blythewood Road upon the filing of the condemnation actions. The appraised amounts are currently available and will be paid out of the project's FY22 Acquisition budget. (JL 13320004).

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The purpose of this request is to initiate the process of obtaining a resolution from Council approving the exercise of the County's eminent domain powers to acquire certain real property at or upon two tracts for the Blythewood Road Widening Project. The acquisition of this certain real property is necessary to complete the construction of the planned improvements to Blythewood Road. Given the disagreement with landowner over just compensation for the acquisitions and for purposes of proceeding forward with the project as planned, the County must exercise its eminent domain power to initiate condemnation actions to timely acquire the subject properties for the public purpose of roadway improvements and determine the issue of just compensation by way of litigation.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Proposed Transportation Ad Hoc Committee Resolution that resolves to recommend that County Council acquire by way of condemnation the acquisition of certain real property at two tracts for the Blythewood Road Widening Project and do so via adoption of the resolution attached thereto.
2. Proposed County Council Resolution (attachment to the Committee Resolution) - CONFIDENTIAL
3. Condemnation Summary Spreadsheet - CONFIDENTIAL

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
TRANSPORTATION AD HOC COMMITTEE

A RESOLUTION

BE IT RESOLVED BY RICHLAND COUNTY TRANSPORTATION AD HOC COMMITTEE DULY ASSEMBLED, WITH A QUORUM PRESENT, IN A PUBLIC MEETING, AS FOLLOWS:

1. The attached resolution *Approving for Condemnation and Acquisition Certain Tracts of Property along Blythewood Road for the Public Purpose of Road Construction and Improvement* is recommended to Richland County Council for adoption.

Resolved this ____ day of _____, 2022.

TRANSPORTATION AD HOC COMMITTEE

By: Honorable Overture Walker

Its: Chairperson

Attest this _____ day of _____, 20__.

Secretary

Richland County Council Request for Action

Subject:

Mitigation Credit Sales-Villages at Congaree Point

Notes:

February 22, 2022 – The Transportation Ad Hoc Committee recommended Council approve the credit sales.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney	Title:	Director
Department:	Transportation	Division:	Click or tap here to enter text.
Date Prepared:	February 1, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 3, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 4, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Transportation Ad Hoc		
Subject:	Mitigation Credit Sales – Villages at Congaree Point		

RECOMMENDED/REQUESTED ACTION:

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This mitigation credit sale will generate \$55,200.00 which will be credited to the Transportation Penny Program.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Armada Development, LLC for an Army Corps of Engineers (ACE) 404 Permit to facilitate the construction of a new multi-family residential development in Richland County. The applicant is requesting 3.0 wetland and 0.00 stream mitigation credits to fulfill the permitting requirements.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction for projects with water resource impacts need mitigation credits to obtain permits. It is more cost effective when mitigation credits are available. As surplus mitigation credits are sold, the price for credits utilized for County projects is reduced. The requested mitigation credit sales provide for the acquisition of construction permits required for transportation and other projects as well as to replenish funds spent on the creation of the mitigation credits.

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on December 20, 2021. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$55,200.00 to \$12,000.00 for a difference of \$43,200.00 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Regular Session County Council Meeting on December 7, 2021 (County Council Regular Session, December 7, 2021 – Minutes Reg_12_07_21.pdf). All related County Council actions since 2014 are not included in the attachments for brevity.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. MCMB Credit Sale Checklist Villages at Congaree Pointe
2. SAC-2017-01993 Villages at Congaree Pointe
3. County Council Regular Session Dec 7 2021 – Minutes

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Villages at Congaree Pointe
<u>Location:</u>	Bluff Road, Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050110 (Congaree River)
<u>Buyer:</u>	Congaree Point, LP
<u>Permittee:</u>	Armada Development, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2017-01993
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	3.0 credits (1.5 restoration/enhancement & 1.5 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$60,000.00
<u>Richland County Credit Share:</u>	\$55,200.00 (92% of \$60,000.00)
<u>MCMH Credit Share:</u>	\$4,800.00 (8% of \$60,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$60,000.00
<u>Richland County Proceeds Share:</u>	\$55,200.00
<u>MCMH Proceeds Share:</u>	\$4,800.00



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT
1835 ASSEMBLY STREET, ROOM 865B-1
COLUMBIA, SOUTH CAROLINA 29201

Attachment 2

October 8, 2021

Regulatory Division

Mr. John Gantt
Armada Development, LLC
7301 Rivers Avenue Suite 182
North Charleston, South Carolina 29406
jgantt@armadadevelopment.org

Mr. Gantt:

This is in response to a Pre-Construction Notification (PCN) (SAC-2017-01993) received on August 9, 2021 and considered complete on August 24, 2021. In submitting the PCN, you requested verification the proposed project is authorized by a Department of the Army (DA) Nationwide Permit (NWP).

The work affecting waters of the United States is part of an overall project known as Villages at Congaree Pointe, to construct a new multi-family residential development. The activities in waters of the United States include the permanent filling of 0.31 acres of wetlands. The project involves impacts to not more than 0.31 acre of waters of the United States. Specifically, this letter authorizes permanent impacts to 0.31 acre of wetlands. The project is located north of the intersection of Bluff Road and Atlas Road, Richland County, South Carolina (Latitude: 33.94099°, Longitude: -80.98078°). The PCN also includes the following supplemental information:

- a. Drawing sheets 1-3 of 3 titled "SAC-2017-01997 Villages at Congaree Pointe" and dated October 8, 2021.
- b. A mitigation plan/statement consisting of avoidance, minimization, and compensatory mitigation plan with credits to be purchased from the Mill Creek Mitigation Bank.
- c. A delineation of wetlands, other special aquatic sites, and other waters (SAC SAC-2017-01997, verified by letter dated March 5, 2018).

Based on a review of the PCN, including the supplemental information indicated above, the Corps has determined the proposed activity will result in minimal individual and cumulative adverse environmental effects and is not contrary to the public interest. Furthermore, the activity meets the terms and conditions of NWP 29 Residential Developments.

For this authorization to remain valid, the project must comply with the enclosed NWP General Conditions, Charleston District Regional Conditions, and the following special conditions:

- a. **That impacts to aquatic areas do not exceed those specified in the above mentioned PCN, including any supplemental information or revised permit drawings that were submitted to the Corps by the permittee.**
- b. **That the construction, use, and maintenance of the authorized activity is in accordance with the information given in the PCN, including the supplemental information listed above, and is subject to any conditions or restrictions imposed by this letter.**
- c. **That the permittee shall submit the attached signed compliance certification to the Corps within 30 days following completion of the authorized work.**
- d. **The permittee recognizes that their commitment to perform and implement the following conditions was a deciding factor in the favorable and timely decision on this permit and recognizes that a failure on their part to both actively pursue and implement these conditions may be grounds for modification, suspension or revocation of this Department of the Army authorization:**
 1. **That as compensatory mitigation for impacts to aquatic resources, the permittee agrees to purchase or debit a total of 3.0 wetland credits from Mill Creek Mitigation Bank. At least one half of the required credits (1.5 wetland credits) must be restoration/non-buffer enhancement credits. In addition, no more than one half of the required mitigation credits (1.5 wetland credits) may be preservation credits.**
 2. **That in order to fulfill your responsibility to complete the required compensatory mitigation as set forth in Special Condition (d), the permittee must submit evidence of the purchase or debit of the required mitigation credits to both the Corps of Engineers and SCDHEC prior to commencement of the authorized work.**

This verification is valid until March 14, 2026, unless the district engineer modifies, suspends, or revokes the NWP authorization in accordance with 33 CFR 330.5(d). If prior to this date, the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization, the verification continues to remain valid until March 14, 2026. If you commence, or are under contract to commence this activity before the NWP expires, or the NWP is

modified, suspended, or revoked by the Chief of Engineers or division engineer in accordance with 33 CFR 330.5(b) or (c), respectively, in such a way that the activity would no longer comply with the terms and conditions of the NWP, you will have 12 months after the date the NWP expires or is modified, suspended, or revoked, to complete the activity under the present terms and conditions of this NWP.

This NWP is verified based on information you provided. It is your responsibility to read the attached NWP(s) along with the General, Regional, and Special Conditions before you begin work. If you determine your project will not be able to meet the NWP and the conditions, you must contact the Corps before you proceed. Enclosed you will also find a copy of the Section 401 Water Quality Certification, which are conditions of your authorization under Nationwide Permit [insert NWP No(s)]. If you have questions concerning compliance with the conditions of the 401 certification or Coastal Zone Management concurrence, you should contact the South Carolina Department of Health and Environmental Control (SCDHEC).

In all future correspondence, please refer to file number SAC-2017-01993. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact me at (803) 260-5536, or by email at Jonathan.M.Swartz@usace.army.mil.

Sincerely,



Digitally signed by
SWARTZ.JONATHAN.MICHAEL.1
540074530
Date: 2021.10.08 10:31:21 -04'00'

Jonathan Swartz
Project Manager

Attachments

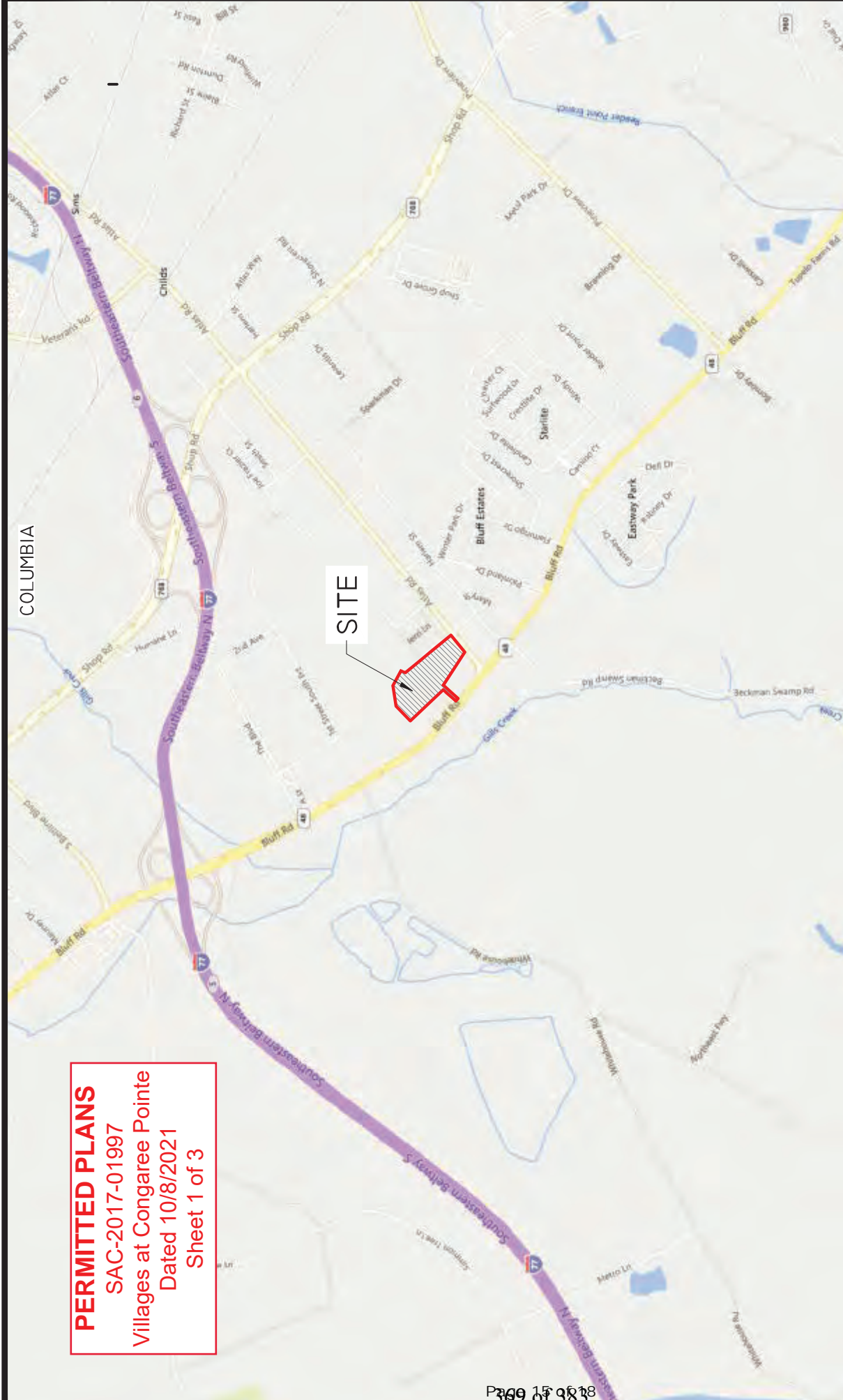
- Permit Drawings
- NWP 29 Residential Developments
- Nationwide Permit General Conditions
- Nationwide Permit Regional Conditions
- 401 Water Quality Certification
- Compliance Certification Form

Copies Furnished:

Mr. Will Vesely
Terracon Consultants
1450 Fifth Street West
North Charleston, South Carolina 29405
will.vesely@terracon.com

SC DHEC - Bureau of Water
2600 Bull Street
Columbia, South Carolina 29201
WQCWetlands@dhec.sc.gov

PERMITTED PLANS
 SAC-2017-01997
 Villages at Congaree Pointe
 Dated 10/8/2021
 Sheet 1 of 3



SITE

LOCATION MAP

C3.31

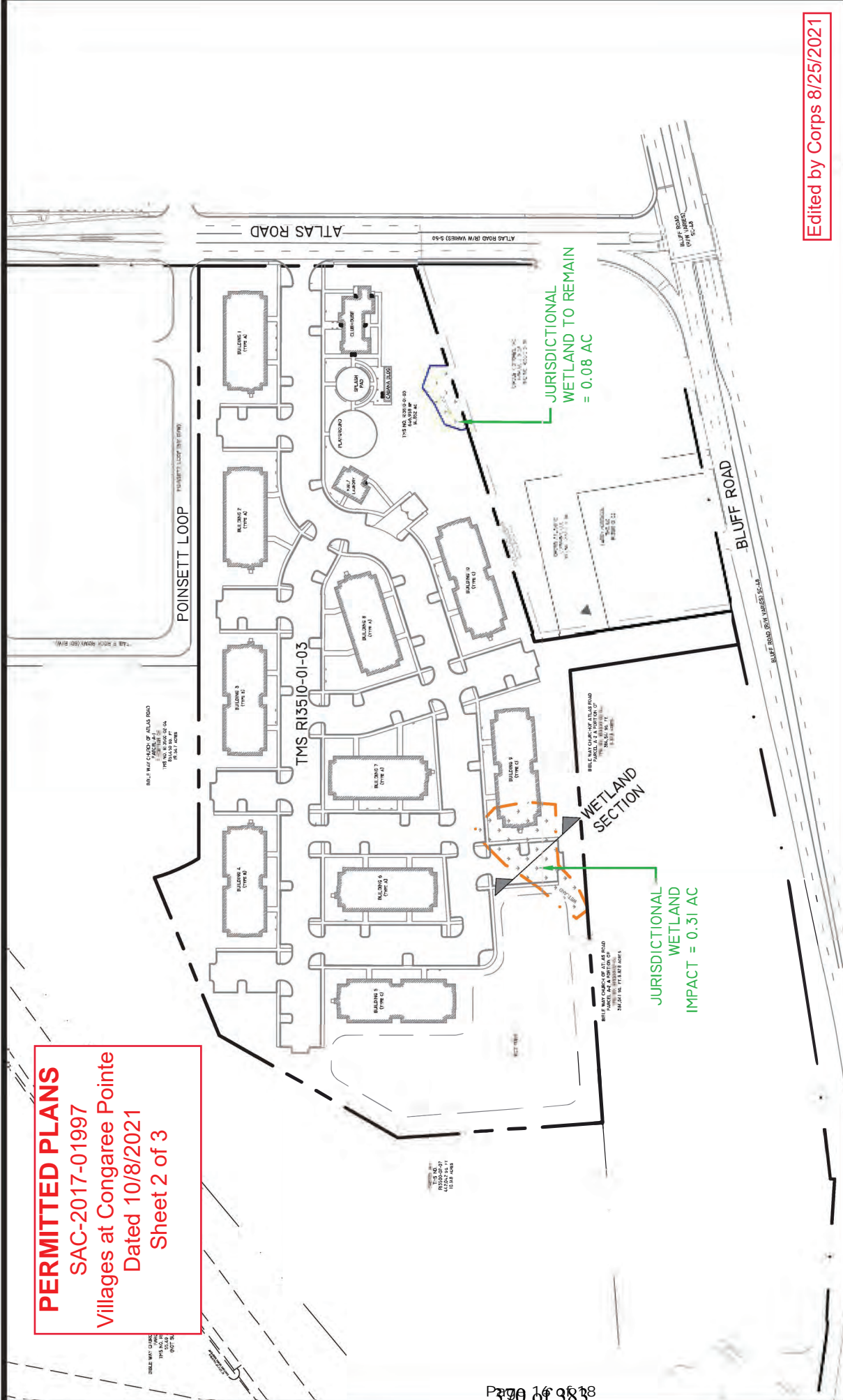
DATE:	7/22/2021
CYP PROJ #:	17033
PROJECT NAME:	VILLAGES AT CONGAREE POINTE
LOCATION:	COLUMBIA, SC
CLIENT:	GDA DEVELOPMENT
DRAWN:	JCT



CYPRESS ENGINEERING
 412 N. GUM STREET
 SUITE A
 SUMMERVILLE, SC 29483
 PHONE: 843-225-5151
 WWW.CYPRESSENG.COM

SHEET 1 OF 3

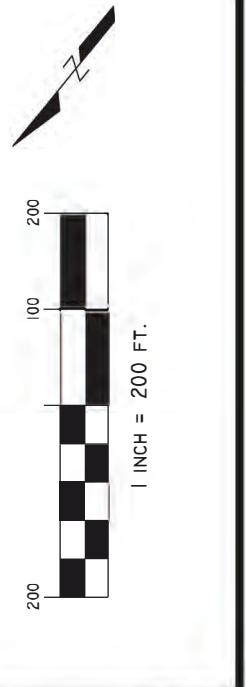
PERMITTED PLANS
 SAC-2017-01997
 Villages at Congaree Pointe
 Dated 10/8/2021
 Sheet 2 of 3



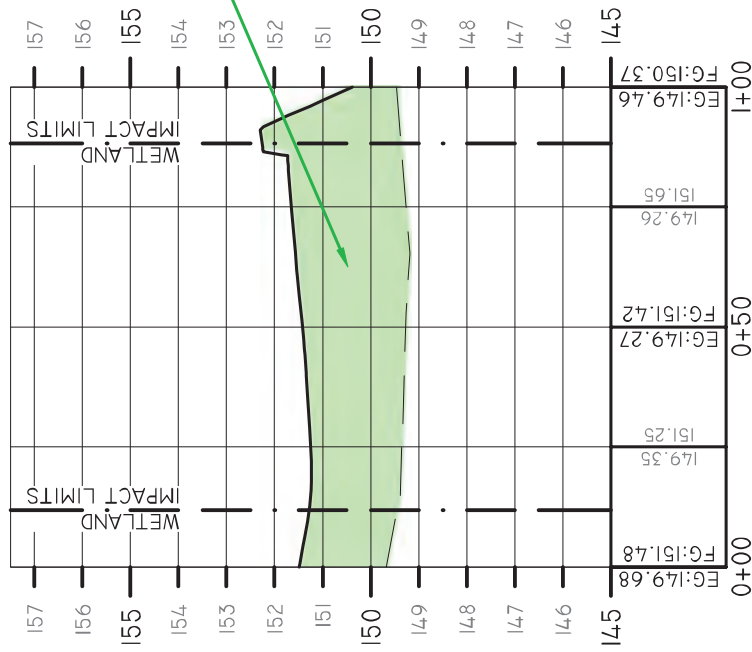
Edited by Corps 8/25/2021

WETLANDS IMPACTS C3.32

DATE:	7/22/2021	SHEET 2 OF 3
CYP PROJ #:	17033	CYPRESS ENGINEERING 412 N. GUM STREET SUITE A SUMMERVILLE, SC 29483 PHONE: 843-225-5151 WWW.CYPRESSENG.COM
PROJECT NAME:	VILLAGES AT CONGAREE POINTE	
LOCATION:	COLUMBIA, SC	
CLIENT:	GDA DEVELOPMENT	
DRAWN:	JCT	



PERMITTED PLANS
 SAC-2017-01997
 Villages at Congaree Pointe
 Dated 10/8/2021
 Sheet 3 of 3







APPROXIMATE WETLAND
 IMPACT VOLUME
 FILL = 1340 CY

JURISDICTIONAL WETLAND SECTION



PROFILE LEGEND

-  FILL SECTION
-  CUT SECTION
-  PROPOSED GRADE
-  EXISTING GRADE

WETLAND SECTION

C3.33

DATE:	7/22/2021
CYP PROJ #:	17033
PROJECT NAME:	VILLAGES AT CONGAREE POINTE
LOCATION:	COLUMBIA, SC
CLIENT:	GDA DEVELOPMENT
DRAWN:	JCT



SHEET 3 OF 3
 CYPRESS ENGINEERING
 412 N. GUM STREET
 SUITE A
 SUMMERVILLE, SC 29483
 PHONE: 843-225-5151
 WWW.CYPRESSENG.COM

stated this is a resolution officially recognizing this project, so that any expenditures the company makes henceforth can be counted as a part of the incentive agreement. The committee recommended approval.

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

Recuse: Mackey

The vote in favor was unanimous.

- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Wheat to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]** – Ms. McBride stated this is First Reading for a potential 30 year FILOT for Project Wheat, a supplier of automotive components that is considering a \$5.4M investment at their plant in Blythewood. The FILOT will provide a 6% assessment ratio and a fixed millage. The committee recommended approval.

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

Recuse: Mackey

The vote in favor was unanimous.

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

- a. **Mitigation Credit Sales - Quick Trip Store in Lexington County** – Mr. O. Walker stated the mitigation credit sale will generate \$131,972.09, which will be credited to the Transportation Penny Program. The committee recommended approval.

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

Opposed: J. Walker and Newton

The vote was in favor.

- b. **Mitigation Credit Sales - Amick Farms Rail Upgrade in Saluda County** – Mr. O. Walker stated the mitigation credit sale will generate \$51,750, which will be credited to the Transportation Penny Program. The committee recommended approval.

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

Opposed: J. Walker and Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. Terracio, to reconsider Items 19(a) and (b).

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

Regular Session
December 7, 2021



REQUEST OF ACTION

Subject: FY22 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 2.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$0
FY2022 Allocations	\$82,400
Auntie Karen Foundation	\$5,000
Total Allocation	\$5,000
Remaining Balance	\$19,425

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 7.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$114,975
FY2022 Allocations	\$82,425
	Columbia City Ballet: Motown Ballet (March 12, 2022)
	\$ 5,000
	Auntie Karen Foundation presents: 18 th Annual Legends Concert Series (February 25 th , 2022)
	\$ 5,000
Total Allocation	\$10,000
Remaining Balance	\$82,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$115,475
FY2022 Allocations	\$ 82,245
Auntie Karen Foundation Legends of Concert	\$ 5,000
Total Allocation	\$ 5,000
Remaining Balance	\$192,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Funding	\$ 82,425
FY2021 Remaining	\$159,177
FY2022 Allocations	\$ 82,425
Auntie Karen Foundation	\$ 5,000
Total Allocation	\$ 5,000
Remaining Balance	\$196,602

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

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

AN **EMERGENCY ORDINANCE** EXTENDING PREVIOUS EMERGENCY ORDINANCES REQUIRING THE WEARING OF FACE MASKS TO HELP ALLEVIATE THE SPREAD OF COVID 19.

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

SECTION I.

WHEREAS, on _____, 2021, Richland County Council passed Ordinance _____HR, an Emergency Ordinance Requiring the Wearing of Face Masks to Help Alleviate the Spread of COVID-19, Specifically the Recent Surge in the Delta Variant, and subsequently extended that ordinance; and,

WHEREAS, the Council finds that the emergency conditions present on _____, 2020, and at the time of the first extension, are still present today; and,

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-25 provides that:

All counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them. The powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties.

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-130 provides that:

To meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances; but such ordinances shall not levy taxes, grant, renew or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency. Every

emergency ordinance shall be enacted by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment; and

WHEREAS, Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provides:

(a) An emergency ordinance may be enacted only to meet public emergencies affecting life, health, safety, or the property of the people. Such an ordinance may not levy taxes, grant, renew or extend a franchise nor may it impose or change a service rate;

(b) Each emergency ordinance shall contain a declaration that an emergency exists, defining the emergency, and shall be entitled an "Emergency Ordinance";

(c) Emergency ordinances require no readings or prior publications before adoption by county council;

(d) Emergency ordinances require a two-thirds (2/3) affirmative vote of members present for adoption;

(e) An emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment; and.

(f) The clerk of council shall be responsible for indexing and providing for compilation of the emergency ordinance adopted and shall, with the county attorney's assistance, cause a copy of the emergency ordinance to be filed in the office of the clerk of court;

WHEREAS, in light of the foregoing, County Council deems it proper and necessary to extend Emergency Ordinance [REDACTED] HR and its subsequent extensions;

NOW, THEREFORE, by virtue of the authority vested in the governing body of Richland County pursuant to Home Rule, S.C.Code Ann. Sections 4-9-25 and 4-9-130, and in accordance with the requirements of S.C.Code Ann. Section 4-9-130 and Richland County Code of Ordinances, Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31, and in light of the foregoing, the governing body of Richland County declares that an emergency exists with respect to the presence of and the spread of the Coronavirus (COVID-19), and hereby extends EMERGENCY ORDINANCE [REDACTED] HR, and its subsequent extensions, for an additional 61 days, as allowed by law.

SECTION II. Severability. If any section, subsection, or clause of this Emergency Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections,

subsections, and clauses shall not be affected thereby.

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

SECTION IV. Effective Date. This Emergency Ordinance shall be effective beginning on _____, 2022. This Ordinance shall automatically expire on the 61st day after enactment of this Ordinance.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Overture Walker, Chair
Richland County Council

ATTEST THIS _____ DAY OF
_____, 2022

Anette Kirylo
Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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