

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, APRIL 05, 2022

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2022



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

Regular Session
April 05, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

Pastor Travien Capers,
Zion Benevolent Baptist Church
(on behalf of The Honorable Jesica Mackey)

3. **PLEDGE OF ALLEGIANCE**

The Honorable Jesica Mackey

4. **PRESENTATION OF PROCLAMATIONS**

a. A Proclamation Recognizing Ridge View Boys
Basketball Championship

The Honorable Jesica Mackey

b. Proclamation Recognizing April 2022 as Child Abuse
Prevention Month

The Honorable Jesica Mackey

c. Proclamation Recognizing April 2-8, 2022 as the Week
of the Young Child

The Honorable Jesica Mackey

d. A Proclamation Recognizing W. J. Keenan High School
and Their Lady Raiders Three-Peat Championship

The Honorable Gretchen Barron

5. **APPROVAL OF MINUTES**

The Honorable Overture Walker

a. Regular Session: March 15, 2022 [PAGES 13-25]

6. **ADOPTION OF AGENDA**

The Honorable Overture Walker

7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Patrick Wright,
County Attorney

- a. *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.*

1. Alvin S. Glenn Detention Center
2. Contractual Items Related to Blythewood Industrial Park
3. Local Transportation Tax Expenditure Guidelines

8. CITIZEN'S INPUT

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

9. CITIZEN'S INPUT

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update [PAGES 26-27]
- b. Other Updates [PAGES 28-34]
- c. American Revolution 250th Anniversary County Committees & Grants [PAGES 35-37]

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

- a. FY23-24 Budget Schedule:
1. April 6, 2022, 4:00 - 6:00 PM, Budget Work Session (Grants)
 2. April 26, 2022, 3:00 - 5:00 PM, Budget Work Session (Administrator's Recommended Initiatives, General Fund and Special Revenue Funds)
 3. May 3, 2022, 6:00 PM, First Reading of FY23 Budget/FY24 Proposed Budget and Millage Ordinance (By Title Only)

4. May 5, 2022, 4:00-6:00 PM, Budget Work Session (Millage Agencies and Enterprise Funds)

5. May 19, 2022, 6:00 PM, Budget Public Hearing

6. May 26, 2022, 6:00 PM, Second Reading of FY23 Budget/
FY24 Proposed Budget

7. June 7, 2022, 6:00 PM, Third Reading of FY23 Budget/FY24
Proposed Budget

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

- 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
- b. An Ordinance Amending Sections 16-5 and 16-7 of Article I, 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
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Pure Power Technologies, Inc., a company previously identified as Project Wheat, to provide for payment of a fee-in-lieu of taxes; and other related matters
- d. 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

14. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- 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 [THIRD READING] [PAGES 38-55]

- b. 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 [THIRD READING] [PAGES 56-72]
- c. Department of Public Works - FY21 Annual Roads Report [PAGES 73-101]
- d. Department of Public Works - FY22 Comprehensive Transportation Improvement Plan (CTIP) [PAGES 102-125]
- e. Emergency Services – Emergency Management Division - Hazard Mitigation Plan Resolution [PAGES 126-133]
- f. Emergency Services – Fire Division - Notification of Fire Intergovernmental Agreement Expiration in 2023 [PAGES 134-155]
- g. Administrator’s Office - Federal Certifying Officer and Environmental Officer [PAGES 156-168]
- h. Administrator's Office - Pawmetto Lifeline Request [PAGES 169-173]
- i. Richland County Utilities - "Willingness to Serve" Letter for Savannah Wood Amenity (Tax Map Serial # R21900-6-14) [PAGES 174-179]
- j. Richland County Utilities - "Willingness to Serve" Letter for McCords Ferry Phases II and III [PAGES 180-184]
- k. Richland County Utilities - "Willingness to Serve" Letter for Laurinton Farms (Tax Map Serial # R24700-02-08) [PAGES 185-190]
- l. Richland County Utilities - "Willingness to Serve" Letter for Bunch Tract (Hunter's Branch) (Tax Map Serial # R21800-01-06) [PAGES 191-196]
- m. Richland County Utilities - "Willingness to Serve" Letter for Bunch Tract - Commercial (Tax Map Serial # R21800-01-06) [PAGES 197-201]
- n. Richland County Utilities - "Willingness to Serve" Letter for Alexander Point (Tax Map Serial # R21900-04-26) [PAGES 202-206]

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 207-254]

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Pure Power Technologies, Inc., a company previously identified as Project Wheat, to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 255-287]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Gamecock; identifying the project; and other matters related thereto [PAGES 288-289]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and [Project Gamecock] to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 290-321]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Laser; identifying the project; and other matters related thereto [PAGES 322-323]
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Laser to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 324-355]
- e. Affirming the use of certain revenues from the I-77 Corridor Regional Industrial Park ("Park") as reimbursement for expenditures made to attract to and locate property in the park [PAGES 356-358]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

- 1. Airport Commission - One (1) Vacancy (The applicant must reside within the Rosewood, Shandon or Hollywood-Rose Wales Garden neighborhoods)
 - 1. Ron Mims [PAGES 359-360]
 - 2. Louis Dessau [PAGES 361-366]

2. Board of Assessment Appeals - 1
 - a. Cynthia Blair [PAGES 367-370]
 - b. Khali Gallman [PAGES 371-376]
3. Transportation Penny Advisory Committee (TPAC) – Five (5) Vacancies
 - a. Rebecca Denisi [PAGES 377-380]
 - b. Sheila Harris [PAGES 381-385]
 - c. Candace Pattman [PAGES 386-390]

18. OTHER ITEMS

- a. FY22 - District 3 Hospitality Tax Allocations: [PAGES 391-392]
 1. Columbia Museum of Art - \$ 25,000
 2. Edventure - \$25,000
 3. Richland County Library - \$20,000
 4. Columbia City Ballet - \$25,000
 5. Riverbanks Zoo - \$20,000
 6. Benedict College - \$35,000
 7. Columbia International University/RAMServe -\$15,000
 8. The South Carolina Juneteenth Freedom Fest -\$10,000
- b. FY22 - District 7 Hospitality Tax Allocations: [PAGES 393-394]
 1. Harambee Festival 2022 - \$5,000
 2. Historic Columbia Concert Series - \$10,000
 3. Columbia Council of Neighborhood - \$1,000
 4. Homeless No More Run/Walk - \$1,000
 5. Greater Columbia Relations - \$5,500
- c. FY22 - District 8 Hospitality Tax Allocations: [PAGES 395-396]
 1. SC Juneteenth Freedom Festival 2022 - \$2,500

d. FY22 - District 11 Hospitality Tax Allocations: [PAGES 397-398]

1. Lower Richland Alumni Foundation - \$7,500

19. EXECUTIVE SESSION

Patrick Wright,
County Attorney

a. 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

20. MOTION PERIOD

a. In addition to all the questions and concerns we have received about the proposed new Land Development Code I have not seen any information that the Planning Department has examined the impact of their recommended revisions. I am therefore requesting Richland County staff provide answers to the following prior to moving forward with any further readings/changes:

The Honorable Bill Malinowski

1. Provide a carrying capacity report to both the public and elected officials as to whether or not the existing resources in the county can handle the results of the recommended revisions in density and land use. This report will include the effects on:

- 1) waste treatment
- 2) water supply
- 3) drainage systems
- 4) traffic impact and road conditions resulting from the plan revision
- 5) school impact
- 6) public transportation
- 7) law enforcement input relating to crime statistics
- 8) environment
- 9) neighborhoods

If our resources are not capable of supporting the impact of the changes the plan will need to either be revised or a capital plan developed to address the changes and additions resulting from the plan changes.

b. In response to questions previously asked about why Richland County is creating an entirely new Land Development Code (LDC), one response from staff was that “there are issues with the 2005 LDC that continue to be a problem throughout all of the various Council Districts that the 2021 LDC will alleviate. While the 2021 LDC may have things certain citizens may not like,

The Honorable Bill Malinowski

there is also a lot that citizens do like and will make development in the County the better for it.”

Based on the above statement, staff is requested to provide answers to the following:

Is it possible for Council to be provided the issues with the 2005 LDC that staff feels need to be addressed? Maybe for the moment, those things could be addressed without this wholesale blanket rezoning and new restrictions/standards that now apply to property owners after the code was approved without their knowledge (even though there were public hearings and input meetings) and that are now used for developers for applications for subdivisions.

Rather than adopt a totally new LDC to solve a few issues it will take time to address several issues that property owners have brought up that need to be modified. These will take time to be addressed properly and in the meantime there are those that will jump on this new code the minute this door is opened if it is to their advantage.

- c.
 1. The new Land Development Code (LDC) has charts showing the number of homes per acre, include a column that shows the maximum number of homes per acre if awarded 100% density bonus for open space and 100% density bonus for green development. The bonus density has a huge impact on infrastructure such as roads, schools, sewer system, environment, and neighborhoods. This information should be listed with the description of each zoning classification.
 2. In the above requested chart, footnote that public sewer (vs a septic system) will be required by DHEC when lot sizes are reduced to a certain fraction of an acre so that it is very clear public sewer may be needed in the area (spurring more dense development) when bonus density is planned.
 3. The new density formula is confusing by listing the fraction of a home per acre in districts that require more than one acre per home. For those districts add in parentheses or footnote the number of acres that are required per home.
- d. A 20' foot front setback, 7 foot side setback and 15 foot rear setback is shown as the requirement in AG, HM, RT for clustering. If this is done how is that considered AG, HM or RT? If all the development is 20' from the street, 7 feet from the side, and 15 feet from the rear, the

The Honorable Bill Malinowski

The Honorable Bill Malinowski

integrity of the rural character would definitely not be preserved. There needs to be plenty of open space around the entire home when clustering. (See below regulation as written).

I also don't believe removal of the lot width requirement for R2 and R3 should be done. Neighborhoods have approached Council to not allow front yard parking or even street parking. Having no setbacks will exacerbate that problem as there will be no way to put any type of vehicle in the side/back yard to not park in front or on the street. In order to alleviate the problem the setbacks need to actually be increased.

Cluster Development

Sec. 26-5.5, Cluster Development, establishes the need to group lots together within a development into one or more groupings surrounded by open space. Where indicated in this article, the dimensional standards for residential development may be modified for cluster development in accordance with the standards in this section.

a. In the AG, HM, RT, and R1 districts:

Residential lots created as part of a cluster development are eligible for a reduction of 75% of the dimensional standards of that district, whereas no lot width shall be less than 30 feet, front setback no less than 20 feet, side setback no less than 7 feet, and rear setback no less than 15 feet.

b. In the R2, R3, R4, R5, and R6 districts:

Residential lots created as part of a cluster development are eligible for the removal of the lot width standard.

21. 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
March 15, 2022 – 6:00 PM
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair, Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, 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, Dale Welch, Geo Price, Jeff Ruble, Leonardo Brown, Tamar Black, Lori Thomas, Patrick Wright, Justin Landy, Michael Maloney, Aric Jensen, Abhi Deshpande, Quinton Epps, Zachary Cavanaugh, Anette Kirylo, Sandra Haynes, Steven Gaither, Ashya Myers, Dwight Hanna and Syndi Castelluccio

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Dr. George A. Ashford, Jr., Lead Pastor at Journey Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Overture Walker.
4. **APPROVAL OF MINUTES**

- a. **Zoning Public Hearing: February 22, 2022** – Ms. Newton moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

The vote in favor was unanimous.

- b. **Regular Session: March 1, 2022** – Ms. McBride moved, seconded by Ms. English, to approve the minutes as distributed.

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

The vote in favor was unanimous.

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

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

**Special Called
March 15, 2022**

The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – The County Attorney, Mr. Patrick Wright, stated there are no items for Executive Session.

7. **CITIZENS' INPUT**

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

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)**

Ms. Carol Goodson Eaddy, 1204 Clarkson Road, Hopkins, SC 29061 spoke regarding the County taking over Wendell V. Neal Road, a poorly maintained private road, to curtail the use of her backyard as a cut through. Ms. Eaddy provided the Clerk's Office with a signed petition, which has been incorporated into the minutes.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Conservation Commission Annual Plan** – Mr. John Grego gave a brief overview of the Conservation Commission's Annual Plan.
- b. **Coronavirus Update** – The County Administrator, Mr. Leonardo Brown, stated, at the time he presented the report for the agenda packet, the County was considered in the medium tier. Currently, the County is considered to be in the low tier. He noted 57.6% of County residents have completed their vaccination.

Mr. J. Walker inquired if the County is considered to still be in an emergency situation.

Mr. Brown responded, at the low level, the CDC recommends individuals stay vaccinated and get tested if they exhibit symptoms.

Mr. J. Walker moved, seconded by Mr. Malinowski, to immediately terminate the emergency ordinance and resume normal operations.

Mr. Livingston inquired if someone from the prevailing side would have to make the motion.

Mr. Wright responded it is appropriate for any Councilmember to make the motion, but it would take a super majority to pass the motion.

Ms. Barron inquired as to what the emergency ordinance included, and what the County would be doing at this point.

Mr. Wright responded, from his understanding of the motion, all of the emergency things in place related to COVID would be undone.

Ms. Barron inquired if that includes the mask ordinance.

**Special Called
March 15, 2022**

-2-

Mr. Wright responded in the affirmative.

Ms. Barron stated, for clarification, this would eliminate the shields and all of the safety precautions put into place in the last two years.

Mr. Wright responded we would not necessarily have to take away the shields, but everything we use from now on, would not be on the basis of an emergency. He noted this may call into question some of the issues being discussed in the Coronavirus Ad Hoc Committee.

Ms. Barron noted this motion could impact the funding associated with the items being taken up by the Coronavirus Ad Hoc Committee.

Mr. Wright stated, if there is no longer an emergency, there is no need for any emergency funding.

Mr. J. Walker withdrew his motion, and encouraged someone on the prevailing to reconsider.

c. **Project Updates** – Mr. Brown stated additional remapping sessions have been scheduled. The schedule is as follows:

- **Garners Ferry Adult Activity Center – Banquet & Dining Hall
Thursday, March 17, 2022; 6:00 -8:00 PM**
- **Parklane Adult Activity Center – Banquet & Dining Hall
Monday, March 21, 2022; 6:00 – 8:00 PM**
- **Gadsden Park Community Center – Banquet Hall
Tuesday, March 22, 2022; 6:00 – 8:00 PM**
- **North Springs Park Community Center – Banquet Hall
Thursday, March 24, 2022; 6:00 – 8:00 PM**
- **Pine Grove Community Center – Banquet Hall
Monday, March 28, 2022; 6:00 – 8:00 PM**
- **Ballentine Community Center – Banquet Hall
Tuesday, March 29, 2022; 6:30 – 8:30 PM**

Ms. Newton requested staff provide additional information to the constituents.

d. **Other Updates** – Mr. Brown stated they are preparing to review applications that have been received for the Emergency Rental Assistance Program. No new applications will be accepted until all of the applications on file have been processed.

Mr. Livingston inquired if they will take into account if a person's financial status has changed.

Mr. Brown responded in the affirmative.

Redistricting Process – Mr. Brown read an email from the Voter Registration & Elections Director, Alexandria Stephens, related to the constituents being issued new voter registration cards if their precincts were affected by the redistricting process. She assured those wishing to file for candidacy

**Special Called
March 15, 2022**

-3-

that there is a system in place to check the street addresses against GIS.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Kirylo reminded Council there will not be a Zoning Public Hearing on March 22nd. The next Zoning Public Hearing is slated for April 26th. In addition, those Councilmembers wishing to register for Institute of Government classes in August, should contact the Clerk’s Office to coordinate registration.

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

12. **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 [SECOND READING]**
- b. **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 [SECOND READING]**

Ms. Newton moved, seconded by Mr. Malinowski, to approve the consent items.

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

The vote in favor was unanimous.

13. **THIRD 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. Livingston moved, seconded by Mr. J. Walker, to defer this item until the April 5th Council meeting.

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

The vote in favor was unanimous.

14 **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF APPOINTMENTS**

- 1. **Hospitality Tax – Three (3) Vacancies (ONE applicant must be from the Restaurant Industry)**
- 2. **Richland Memorial Hospital Board of Trustees – Two (2) Vacancies**

Ms. Barron stated the Rules and Appointments Committee recommended appointing Mr. Christopher

Special Called
March 15, 2022

Ziegler to the Hospitality Tax Committee and Mr. William Garland to the Richland Memorial Hospital Board of Trustees.

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

The vote in favor was unanimous.

15. **REPORT OF THE SEWER AD HOC COMMITTEE**

- a. **Modifications to ERCPSD Special Purpose District Boundary** – Mr. Malinowski stated the Sewer Ad Hoc Committee recommended Council approve the proposed modifications to the East Richland County Public Service District’s Special Purpose District (ERCPSD) boundary.

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

The vote in favor was unanimous.

- b. **Richland County Properties Identified for Water Master Plan – TMS # R02315-01-14 and TMS # R01700-02-02** – Mr. Malinowski stated the Sewer Ad Hoc Committee recommended Council approve placing a hold on any sale or use of these properties until Richland County Utilities’ Master Plan in completed.

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

The vote in favor was unanimous.

- c. **Projects Funded by Grants** – Mr. Malinowski stated the Sewer Ad Hoc Committee recommended Council approve staff’s pursuant of various projects where a grant may cover all, or a portion, of the project cost over the next few years. The projects include, but are not limited to , the following: (1) Shady Grove Pump Station (PS) Rehabilitation; (2) 24” Forcemain (FM) Gadsden Elementary to Eastover Wastewater Treatment Plant (WWTP); (3) Eastover WWTP Upgrade; (4) 10” FM from Rabbit Run to Garners Ferry Road; and (5) Stoney Point/Cedar Cove Sewer Rehabilitation Project.

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

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. J. Walker, to reconsider Items 15(a) – 15 (c).

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

The motion for reconsideration failed.

16. **OTHER ITEMS**

- a. **FY22 – District 10 Hospitality Tax Allocations:**

Special Called
March 15, 2022

1. Township Auditorium - \$7,500
2. Town of Eastover - \$7,500
3. Lower Richland Alumni Foundation - \$7,500
4. Auntie Karen Foundation - \$5,000
5. LR Sweet Potato Festival - \$5,000
6. Columbia City Ballet - \$5,000
7. EdVenture - \$5,000

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

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

Opposed: J. Walker

The vote was in favor.

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

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

The motion for reconsideration failed.

17. **EXECUTIVE SESSION** – There were no items for Executive Session.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey acknowledged that the Clerk of Court, Jeanette McBride was in the audience.

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

19. **ADIJOURNMENT** – Ms. Barron moved, seconded by Mr. J. Walker, to adjourn.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 6:42 PM.

**Special Called
March 15, 2022**

-6-

To Richland County Councilwoman, Cheryl English, in the County of Richland, and to the Richland County Council members: In consideration with resident complaints and request:

On November 18, 2013, Roland L Boyd Sr., purchased Tax Map Number:R21500-02-74 Wendell V Neal Road, 1.03 Acres with dimension legal description (PR53-2913, 53-3589) Zoned Rural. This property is an access road to four properties in Richland County. Under the ownership of Mr. Boyd Sr, he is responsible for the upkeep of the access road. The road is in poor condition owned by him. Upon many pleas, he refuses to provide good quality of service for the citizens, who lives on that road. Mr. Boyd Sr, does not reside on that roadway in Richland County.

We hereby petition for better right away, repairs and other maintenance works for Wendell V Neal Rd to be established and maintained as a public road by Richland County:

- 1. ~~Sam Boyd~~ 101 Wendell V. Neal Rd, Hopkins
- 2. Jacqueline D. Bryant " "
- 3. Paul Fred Laddy 1204 Clark Rd Hopkins
- 4. Billie G. Gaddy " "
- 5. Carol Anderson 115 Wendell V. Neal Rd
- 6. Stammae Foster 115 Wendell V. Neal Rd
- 7. Jessie S. Foster 115 Wendell V. Neal Rd,
- 8. Nathaniel Pringle 114 Wendell V. Neal Rd
- 9. Lilla Williams 106 Wendell V. Neal Rd
- 10. ~~Lilla~~ Williams 108 Wendell V. Neal Rd
- 11. Ted Bastie 108 Wendell V. Neal Rd
- 12. Archie Williams 108 Wendell V. Neal Rd
- 13. ~~Weylin~~ Pringle 108 Wendell V. Neal Rd
- 14. Nathaniel Pringle 104 Wendell V. Neal Rd
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

Hopkins
Hopkins

February 3, 2022

Ms. Cheryl English
Richland County Council
District 10

Mrs. Carol "Carleen" Goodson-Eaddy
1204 Clarkson Rd
Hopkins, SC 29061
(803) 917-7910

Ref: Wendell V Neal Road

Dear Councilwoman English,

In 11/18/2013, Roland L Boyd Sr. purchased Tax Map Number R21500-02-74 WENDELL V NEAL RD, 1.03 Acres with dimensions' Legal description (PR 53-2913,53-3589) Zoned Rural. This property is an access road to four properties to prevent them being landlocked and cannot be used for any other uses.

The road has become impassable with large potholes which the owner refused to repair or maintain and residents are driving through my property (1204 Clarkson Rd), which is a burden becoming dangerous.

Mr. Boyd should not have been allowed to purchase that property initially because of its purpose. Emergency vehicles like Fire, EMS and Law Enforcement, Mail Services needs access the road to serve residents.

I am requesting with you, other constituents, and some experts to discuss what can be done to resolve this issue.

The County can purchase the property, Imminent Domain, if necessary, to repairs and service the road. This can be done through a motion to committee Development Services then to full Council. It is a Special Circumstance Safety issue.

December 21, 2021, I mailed Mr. Boyd a letter, which is enclosed about the upkeeps on Wendell V. Neal Road, as the date of this letter, he has not responded.

Respectfully,

Carol "Carleen" Goodson-Eaddy

Carol "Carleen" Goodson-Eaddy

December 21, 2021

Carol Goodson-Eaddy
1204 Clarkson Rd
Hopkins, SC 29061

Mr. Roland L. Boyd, Sr
P. O. Box 322
Hopkins, SC 29061

Dear Mr. Boyd,

I am writing this letter to your notice the bad conditions on Wendell V Neal Road, located in Richland County, Hopkins, South Carolina. For quite some time the road has been almost impassable that the families and friends, who are visiting their love ones are using my backyard as a pass through. This is unacceptable for me.

I have made several contacts and requests to you personally, but you insisted that I am the only one complaining, which is not true. In the past, my neighbor (who lives on the road) has tried to reason with you, but to no avail. The dwellers are not pleased with the upkeeps on the road. It has been neglected for a long time. Wendell V. Neal Rd is full of dangerous potholes, muddy during rainy seasons, and dusty in the course of dry seasons.

This road serve families, who lives on it. They deserve a drivable, safe access, and right-away in peace. According to Richland County, you purchased Wendell V Neal Rd. Therefore making you responsible for the maintenance.

So I am grateful to you, if you take action to repair the road, paving it, or having Richland County to maintain it.

Thank you and I hope for immediate reply (within thirty days) and action with this request or I will seek legal attention to this matter.

Sincerely Yours,



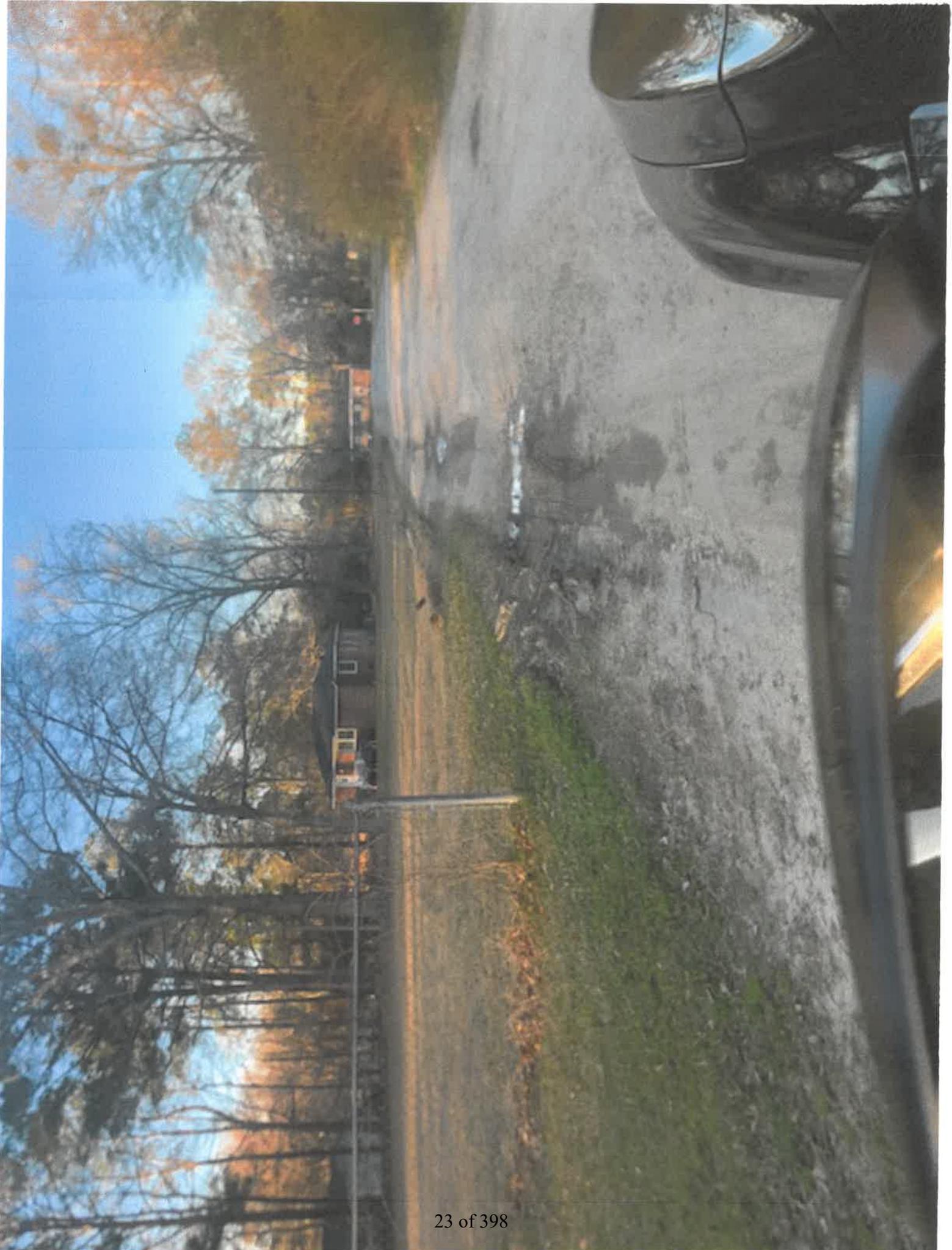
Carol Goodson-Eaddy

Enclosures: Pictures of Wendell V Neal Rd

March 2, 2022



March 2, 2022



12-2021



12-20-21





Report of the County Administrator

Regular Session Meeting – April 05, 2022

CORONAVIRUS UPDATE:

COVID 19 Statistical Data for Current Reporting Period

In Richland County, South Carolina, community level is Low.

- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms

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

How CDC Measures the COVID-19 Community Levels

New COVID-19 admissions and the percent of staffed inpatient beds occupied represent the current potential for strain on the health system. Data on new cases acts as an early warning indicator of potential increases in health system strain in the event of a COVID-19 surge.

To find out the COVID-19 community level:

- First determine whether a county, state, or territory has fewer than 200 new cases per 100,000 people in the past 7 days or 200 new cases or more per 100,000 people in the past 7 days.
- Then, determine the level (low, medium, or high) for the new admissions and inpatient beds and indicators using the scale for the area's number for new cases.
- The COVID-19 Community Level is based on the higher of the new admissions and inpatient beds metrics.

COVID-19 Community Levels – Use the Highest Level that Applies to Your Community				
New COVID-19 Cases Per 100,000 people in the past 7 days	Indicators	Low	Medium	High
		Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0
Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0%		10.0-14.9%	≥15.0%
200 or more	New COVID-19 admissions per 100,000 population (7-day total)	NA	<10.0	≥10.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	NA	<10.0%	≥10.0%

CDC COVID Data Tracker through Tue Mar 28 2022

Total Cases	62	(DHEC Weekly Report)
Case Rate (last 7 days)	5.77	(CDC Website)
% Change (last 7 days)	-51.02	(CDC Website)

New admissions of confirmed COVID-19 among county residents (estimated) 11 (CDC Website)

New admissions of confirmed COVID-19 per 100,000 population (last 7 days) 2.7 (CDC Website)

% Change in new admissions of confirmed COVID-19 from previous 7 days -22.20 (CDC Website)

% Staffed ICU beds in use by patients with confirmed COVID-19 1.4 (CDC Website)

Absolute change, % staffed ICU beds in use by patients with confirmed COVID-19 from previous 7 days -0.1

SCDHEC COVID-19 Vaccine Dashboard

58.1% of Richland County residents eligible to be vaccinated have completed their vaccination

229,523/395,187

54.1% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,664,978/4,926,744

OTHER UPDATES:

Procurement Work Session – Thursday, April 21st, 2pm-4pm, Council Chambers

Presenter/Facilitator: M. Elizabeth "Liz" Crum, Counsel Burr & Forman LLP

The purpose of the work session is to help staff and council gain a better understanding of county government procurement requirements and possibilities in S.C.

Following our work session, I plan to have staff develop an RFQ/RFP for a provider to take us through a review/update/rewrite of our procurement policies, to include best practices that target and enhance equity and diversity initiatives. I think that this will give staff and council a fresh start and a uniformed vested interest in the procurement policies of the county. I think that we should then put it on the same rotation that we do with our strategic planning process i.e. annual review and adjustments as necessary, followed by a larger look every 3-5 years.

Citizen Input Update from the February 15, 2022 County Council Meeting

3004 Bell Drive – Drainage Easement

Mr. Thurmond Guess was contacted by telephone on the morning of 2/22/2022. Mr. Guess lives at 3111 Two Notch Road, Apt 124, Columbia, SC 29204.

During the phone call staff explained the purpose of the easement and the need to keep the strip of land along the back property line protected for drainage purposes.

Background – Mr. Guess provided an easement exhibit and explanation of his concerns at the Council Meeting, Citizens Input. The easement he provided appears to be properly executed and signed by Lillie Mae Guess in 1991. This easement was obtained for a number of purposes, but the lasting need is to protect the rear property line with a 15 foot wide area as a drainage way for surface waters.

Mr. Guess indicated the concern is in regard to the signatures by people other than his family. He also indicated that his mother's signature does not appear to be her handwriting

After consulting with the County Attorney's Office, staff drafted a letter to inform Mr. Guess that we view the deed as a valid document as it was not challenged within the appropriate timeframe and has been in effect for over 30 years.

Consequently, staff does not recommend the release of the old easement and execution of a new easement, as requested by Mr. Guess.

**RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS**

400 Powell Road
Columbia, SC 29203



March 30, 2022

Thurmond Guess
3111 Two Notch Road, Apt 124
Columbia, South Carolina 29204

RE: 3004 Dell Drive – Drainage Easement dated 1991

Dear Mr. Guess:

This letter serves to inform you of the County's position following our review of your claim that you presented during the Citizen Input at the February 15, 2022 Richland County Council Meeting.

The rear yard drainage easement you shared with us provides for the continuity of lands to be used for storm water drainage and has been in effect for over 30 years. After we consulted with our County Attorney's Office, we learned the time for contesting the signatures or any aspect of the document should have occurred within the first two years of the execution of the Easement and Right-of-Way Deed. Therefore, the deed is a valid document as it was not challenged within the appropriate time and should remain in effect without Richland County releasing it and having to execute a new deed.

The Department of Public Works has removed a clog in a pipe within the easement that was affecting drainage. The Department will be returning to perform more extensive work in all the ditches that interconnect and provide drainage service. Easements like this one are critical for that maintenance to be possible.

Sincerely,

A handwritten signature in blue ink that reads "Leonardo Brown".

Leonardo Brown, MBA, CPM
County Administrator
Richland County Government

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

EASEMENT AND RIGHT-OF-WAY DEED
(Drainage)

MAR 18 2 21 PM '91

THIS INDENTURE made this the _____ day of _____, 19____, between Arthur & Lillie Mae GUESS of the County of Richland, the governing body of Richland County, 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 Richland County, hereinafter called "Grantee", its successors and assigns, an easement and right-of-way, _____ feet in width, together with the right during the course of construction to use such additional width as may be necessary, not to exceed _____ feet on either side of the aforesaid right-of-way herein granted, for the purpose of laying and constructing, underground storm drains for the purpose of transporting or conveying surface water run off across, through and under the lands hereinafter described, together with the right to excavate and re-fill ditches and/or trenches for the construction of said storm drains, and the further right to remove trees, bushes, undergrowth, crops and/or other obstructions interfering with the location and construction of said storm drains, said easements and rights-of-way being more particularly described as follows:

All that certain piece, parcel or strip of land situate, lying and being near Columbia, in the County of Richland, State of South Carolina, containing the below described portion of that lot designated on the Richland County Tax Maps as PMS 13415-1-14, also known as 3004 Dell Dr.

Commencing at the rear property corner of lot, adjacent to lot 13, thence running in a southwestern direction for a distance of 90 (feet), more or less, to a point of ending.

This easement follows the existing storm drainage system and is for the purpose of maintaining the storm drainage system. Also, the right of ingress and egress across said property for construction equipment.

Together with all and singular the rights, members, hereditaments and appurtenances thereto 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 drainage ways are located by the Party of the First Part; that the construction of said storm drains will tend to collect surface waters into artificial channels and cast same on the lands adjoining said rights-of-way in concentrated form, through interferences with the natural flow of such surface waters; that the Party of the Second Part do not hold themselves out to 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 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 said drainage by the Party of the Second Part, in 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, their 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 of said drainage creating or resulting in a nuisance or of the taking of property without due process of law. It is further understood and agreed that the Party of the Second Part assumes no responsibility for maintenance of said drainage.

And the said Party of the First Part for them and for their 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.

It is understood and agreed that the property affected will be restored as near as practicable to its prior condition after construction of the drainage.

It is further understood and agreed by the Party of the First Part that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on the Party of the Second Part.

And the Party of the Second Part, their successors in office, agree to construct the said drainage in a reasonably good and workmanlike manner.

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

Lillie Mae Guess (SEAL)
PARTY OF THE FIRST PART

COUNTY COUNCIL OF RICHLAND COUNTY

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Samuel Jackson
Maudale Green
As to Party of the First Part

By Samuel D. Scott
Chairman

Attest: Brenda Fuller (SEAL)
Clerk of Council

W. Anthony McDonald
Joe F. Meant
As to Party of the Second Part

PERSONALLY appeared before me Darrell Jackson
who being duly sworn says that he saw the within named Arthur J. Lilie Mrs. Guess
Party of the First Part, sign, seal and as That act and deed deliver the within written instrument for the use
and purposes therein mentioned, and that he with MARSHALL GREEN
witnessed the execution thereof.

SWORN to before me this 10 Darrell Jackson
day of March 18 91
Rose Ann English (S)
Notary Public for South Carolina 11/9/92

PERSONALLY appeared before me JAMES F. MEARS JR.
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 use and
purpose therein mentioned and that he with W. ANTHONY McDONALD
witnessed the execution thereof.

SWORN to before me this 7th
day of MARCH 18 91
Orville Q. Cannon Dirch (S)
Notary Public for South Carolina

My Commission Expires April 17, 1999

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 7th day of Mar. 18 91,
recorded in Book D1023
of Deeds, Page 762
Clara D. Britton (S)
Notary Public for Richland County.

I hereby certify that the within deed has
been this 7th day of Mar. 18 91,
recorded in Book D1023
of Deeds, Page 762

2131 Heyward Brockington Road – Roll cart Placement

Mr. Eugene Washington was contacted by telephone on the morning of 2/22/2022. Mr. Washington lives at the address above.

Background – Mr. Washington was driving about a mile from his home on Heyward Brockington Road. He struck a roll cart near the edge of the road causing damage to his vehicle. He filed a claim with the contractor GFL which was denied. He indicated on another occasion he also had a guest have to drive onto the grass to get around a roll cart in the driveway. His concern is centered on roll cart placement.

During the conversation staff informed Mr. Washington that GFL's Area Manager was informed by the Director of Public Works and GM of Solid Waste to place the roll carts behind the ditch line and off the pavement. Mr. Brigman Young, manager for GFL indicated he will train his staff in weekly safety meetings to perform the above on all highway collections.

Solution – The contractor will carry out the cart placement as prescribed by staff. If there is any change to this over time, Mr. Washington has been encouraged to report it without hesitancy. Mr. Washington emailed staff the correspondence he had with GFL about his claim. Staff indicated that we would further inquire with Mr. Young at GFL regarding the issue.

Citizen Input Update from the March 01, 2022 County Council Meeting

Broad River Business Alliance – Long Creek Drive

In response to the request from the Broad River Business Alliance to modify existing traffic patterns, the Department of Public Works provides the included briefing memorandum. The memorandum incorporates input from Richland County Emergency Medical Services, Richland County Sheriff's Department, and the Department of Public Works.

**RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS**

400 Powell Road
Columbia, SC 29203



To: Leonardo Brown, MBA, CPM, County Administrator

CC: John Thompson, PhD, CPM, ACA

From: Mike Maloney, PE, DPW

Date: 3/24/2022

Subject: Broad River Road Neighborhoods – Broad River Business Alliance Proposals



The Broad River Business Alliance provided proposals for traffic changes in a February 20, 2022 letter to Richland County Council. The proposals affect two neighborhoods adjacent to the south side of I-20 and the east side of Broad River Road. The affected area includes two collector streets that connect with Broad River Road. The northern road is Longcreek Drive and the southern road is Amarest drive.

Longcreek Drive provides primary access to Broad River Road for a high density area of multi-family residential units. Broad River Business Alliance has indicated this should be a one-way street offering another way out of the development would be to construct a new street to Garner Lane. After reviewing this proposal with SCDOT, that can't happen since the plans for the new interchange will close the Garner Lane access to Broad River Road. The first block of Longcreek Drive will become



more important following the SCDOT project since both Garner Lane and Longcreek Drive will be directed to this first block of Longcreek Drive.

Amarest Drive provides primary access to Broad River Road for a medium density area of single family homes. This area is shown with a blue outline on the map above. The Broad River Business Alliance indicated that Richland County should close Cambout Street that provides interconnectivity between the two neighborhoods. This block of Cambout Street is located between Romain Drive and Longcreek Drive. The red X on the map above indicated the area of street closure. The north side of the block, in the multi-family area is proposed to end the remaining section of street with a cul de sac. This is shown on the map above as a red circle.

We received input from the following agencies tasked with public service.

South Carolina Department of Transportation (SCDOT)
Richland County Emergency Services (RCEMS)
Richland County Sheriff's Dept. (RCSD)
Richland County Department of Public Works (RCDPW)

SCDT will not change the flow of traffic on the roads. However, they indicate no objection on the interconnecting road closure since this block is a RCDPW maintained road.

RCEMS recommends we do not close the interconnecting road.

"If they are proposing to eliminate a secondary exit, I cannot concur. As you can see, the area is contiguous to the river and subject to flooding. A single exit will be problematic in an emergency evacuation." I spoke with the Michael Byrd, Director of EMS.

We discussed a gate as being a solution that can allow evacuation when needed.

RCSD has no objection to the proposal as mapped.

RCDPW has no objection to the closure, but does not have funding for the cost of the gate and any additional pavement cost. The closure will also require signage, we can fiscally support, and will require notifications to the affected agencies and mapping updates.

In conclusion, there is support among the agencies to allow the closure of a block of Cambout Street with the RCEMS stipulation of a locked gate keyed for EMS to provide evacuation when needed. The proposal to change the traffic flow such as a one-way street cannot occur based on highway construction that will affect the area.

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

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





RECEIVED

2022 MAR 31 AM 9:34

RICHLAND COUNTY
ADMINISTRATOR'S OFFICE
Charles D. Bailey
Chairman

Henry McMaster
Governor

March 28, 2022

Richland County Administrator
Leonardo Brown
PO Box 192
Columbia, SC 29202-0192

Ref: American Revolution 250th Anniversary County Committees & Grants

Dear Administrator Brown:

South Carolina played a major role in the birthing of America 250 years ago. The South Carolina American Revolution Sestercentennial Commission (SC250) invites your county to join us in celebrating the Revolutionary Era (1770-1783 | 2020-2033).

The Commission encourages each county to create its own County 250 Committee to help celebrate the people, places, principles, and events from your community. SC250's goals are to discover our stories, document the Revolution's impacts on all peoples, help local communities put in place cultural heritage tourism assets, provide destinations, and tell our stories long after the 250th Anniversaries are history.

Grant Money

To help get your County Committee started, we have just launched the County 250 Organizing Grants. These non-competitive grants offer \$3,000 per county to aid in creating an "official" County 250 Committee and kick-starting their activities. Plus, eight more grant programs are yet to come, covering everything from County Asset Assessment & Tourism Planning to Site Acquisition to Museum Style Panels.

Forming An Official County 250 Committee

Some of these grants including the County 250 Organizing Grants will require the applicant to be the "official" County 250 Committee. Reach out to SC250 to get this process started, especially as some groups have already started forming and we would like to have only one official Committee per county. After reaching out to us, the next steps include County Council passing a resolution and creating a committee contact list. Samples of both are available at SouthCarolina250.com/Local-County-250-Committee. We have also enclosed a sample resolution with this letter. Please note that on the application the County can be the fiscal agent managing the funds for the Committee.

We also anticipate that you will begin getting questions as publicity goes out about the new grant. Please share information with your council and staff, especially once you have a primary contact for your committee.

South Carolina American Revolution Sestercentennial Commission
8301 Parklane Rd, Columbia, SC 29223 • SouthCarolina250.com • (803) 898-3392

Leaving a Legacy: More Than Just Fireworks

Don't get us wrong, there will be fireworks on July 4, 2026! However, we see SC250 and the County 250 Committees' roles as far greater. Help us leave a legacy to our state that lives far beyond one holiday. We have chosen the celebration years of 2020-2033 to commemorate the many 250th Anniversaries - from the nonviolent boycotts and tax preludes to the Revolutionary War through the Peace Treaty of Paris that officially ended the war.

Tourism & Economic Development

Did you know that the first official bloodshed of the American Revolution outside of New England happened at Ninety Six, SC in 1775? Later the longest siege of the entire war would also happen at that same fort.

This small town in Greenwood County has a population of just under 2,000 at the last census. The National Park at Ninety Six, however, saw almost 100,000 visitors with over \$5.7 million in economic impact for the community during 2020! Cultural Heritage and Historic Tourism is real and has an economic impact not just on larger cities but on smaller, rural communities as well.

The Tourists Are Coming! We have to Capitalize on this Big Opportunity.

SC250 sees these anniversary years as Revolutionary opportunities to lay the groundwork for ongoing tourism, especially in the counties that need economic opportunities. The national and international publicity of the 250th Anniversaries will drive tourists to South Carolina. We must be ready to greet them, meet their needs, and well-tell our stories. Let's combine SC's secret sauce of genuine Southern hospitality with beautiful, often unspoiled sites of historic significance.

With the help of our statutory partners SC PRT, SC Archives & History, and the SC Battleground Preservation Trust (SCBPT) we will have an even further reach. SCBPT with the American Battlefield Trust has created **The Liberty Trail** here in SC, electronically and interpretively connecting our major SC American Revolution assets all over South Carolina.

Telling Our Story: Southern Patriots Helped Turn The Tide of The War

In January of 1781, there was talk about American surrender and mutiny in Washington's camp. The Battle of Cowpens in SC reframed the American outlook. South Carolina had over 400 documented battles, skirmishes, and murders during the Revolutionary Era. SC250 seeks to spark pride in South Carolinians for the many stories of how our state was instrumental in the founding of our nation and to share those stories with tourists and neighbors alike.

More Than Just Battlefields & Patriots

We are encouraging County 250 Committees to look beyond the battlefields and find the stories of the traditionally disenfranchised: Native Americans, African Americans, women, and children. The state was also split between Patriots and Loyalists. All of their stories need to be told.

The Big Picture: Life, Liberty, and the Pursuit of Happiness

We have challenges before us, but just like our forefathers and mothers, we want safety and security for our families, opportunities to better ourselves, and the American Dream of "life, liberty, and the pursuit of happiness." Each community in your county has a Revolutionary story to tell. Help us help you tell those.

We would be glad to meet with you and your interested citizens. Feel free to reach out at info@SouthCarolina250.com or call 803-898-3392 with any questions.

Very truly yours,

SC American Revolution Sestercentennial Commission



Charles B. Baxley, Chairman

Resolution of _____ County
Supporting the South Carolina American Revolution
Sestercentennial Commission
and
Recognizing and Approving of the
_____ County 250 Committee

Whereas South Carolina created the South Carolina American Revolution Sestercentennial Commission (250th Anniversary Commission also known as SC250);

Whereas the mission of the SC250 Commission is to celebrate and promote South Carolina's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors;

Whereas the SC250 Commission is seeking partnerships with counties and municipalities to further its mission;

Whereas this partnership will be formed by creating a local committee called the _____ County 250 Committee.

Whereas the _____ County 250 Committee will focus on important events, people, and places during the Revolutionary Era within _____ County to promote, observe and celebrate _____ County's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

Whereas local projects (i.e. creating visitable historical sites to attract tourists, supporting celebrations, restoring local historical markers, rebuilding local historical infrastructure, etc.) will enhance historical tourism opportunities

Now, therefore be it

RESOLVED, that _____ County Council:

1. Hereby recognizes the _____ County 250 Committee as its official committee.
2. Will partner with the South Carolina American Revolution Sestercentennial Commission (SC250).
3. Will support initiatives of the SC250 Commission; and
4. Will support the _____ County 250 Committee in its local efforts to educate, engage, and inspire South Carolinians and our visitors, thereby enhancing historical tourism opportunities in _____ County.

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: March 1, 2022

Second Reading: March 15, 2022

Third Reading: April 5, 2022

Public Hearing: April 5, 2022



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

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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.

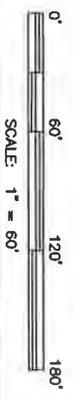
And the said Grantors do hereby bind the Grantors and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns.

EXHIBIT A



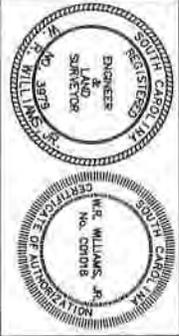
NORTH REF: SC GRID
 ELEVATIONS BASE ON NATIONAL GEODETIC
 SURVEY MONUMENT PERCUAL BRIDGE
 UTILIZING TOPCON HYPER II GPS SYSTEM.

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



LEGEND:

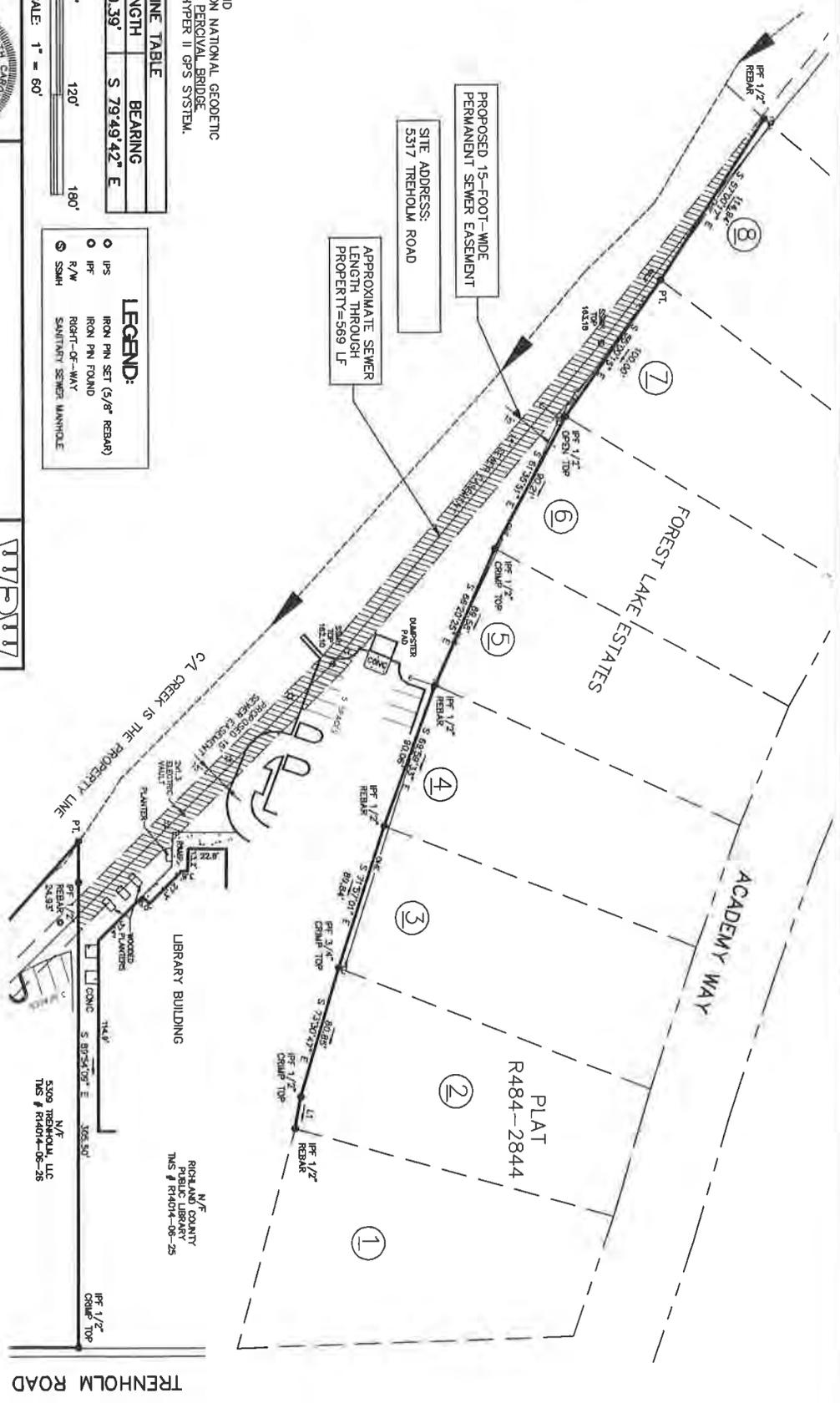
- IPS IRON PIN SET (5/8" REBAR)
- I/P IRON PIN FOUND
- R/W RIGHT-OF-WAY
- SMH SIGHTING SEWER MANHOLE



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. NO.: 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

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

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

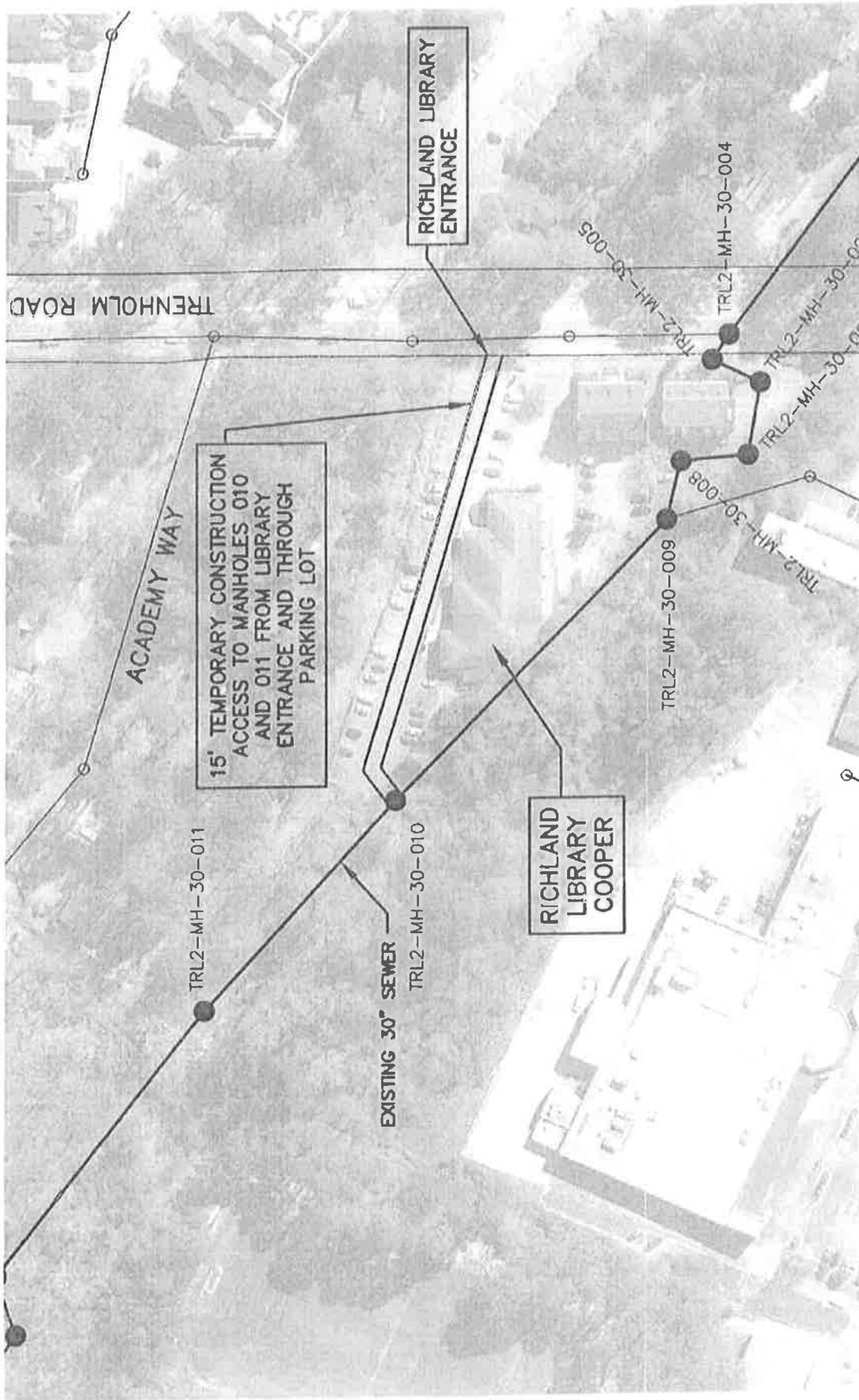
By: _____ (SEAL)

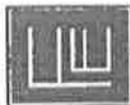
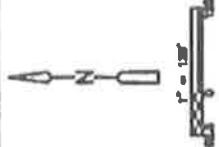
Print Name: _____

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 	<p>1" = 100'</p> 

Richland County Council Request for Action

Subject:

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

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.

First Reading: March 1, 2022

Second Reading: March 15, 2022

Third Reading: April 5, 2022 {Tentative}

Public Hearing: April 5, 2022



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
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

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
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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:

Department of Public Works – FY21 Annual Roads Report

Notes:

March 22, 2022 – The Development & Services Committee recommended Council receive the attached Annual Road Report as information.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, P.E.	Title:	Director
Department:	Public Works	Division:	Engineering
Date Prepared:	February 2, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 14, 2022
Budget Review	Abhijit Desphande via email	Date:	February 11, 2022
Finance Review	Stacey Hamm via email	Date:	February 11, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Development & Services		
Subject:	Annual Road Report for Fiscal Year 2021 (FY-21)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends that County Council receive the attached Annual Road Report for information and general publication.

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:

Not applicable.

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

None.

REGULATORY COMPLIANCE:

Not 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:

This document is intended for information and for distribution to the public. The document provides a summary of the ongoing maintenance activities and the projects completed during the FY21 year. Projects in this report were constructed or managed by Richland County Department of Public Works and the Transportation Penny Staffs. All of the projects shown in this report have been accepted into the County Road Maintenance System (CRMS).

ADDITIONAL COMMENTS FOR CONSIDERATION:

It is intent of the DPW staff to prepare an Annual Road Report each Fiscal Year (FY) to detail general activities, maintenance performed, and capital projects completed by the Department of Public Works staff and the Transportation Penny staff.

ATTACHMENTS:

1. The Annual Road Report, Fiscal Year 2021 (FY-21)



Annual Road Report

Richland County, South Carolina

Department of Public Works

Fiscal Year 2021



Resurfacing project on Riverwalk Way



Table of Contents

Introduction and Purpose	3
Maintenance Areas Map	4
Comprehensive Transportation Improvement Plan (CTIP)	5
Customer Service Focus	6
Pavement Management Study (PMS)	8
Road Maintenance and Repair	9
Drainage Maintenance	10
Traffic Control and Traffic Safety	11
Vegetation Maintenance	12
Emergency Maintenance and Road Hazards	13
Roads & Drainage – Projects Section	14
Capital Improvement Projects	15
Council District Map	16
Projects by Council District	17
Conclusion	26



Introduction and Purpose

This document is provided in order to inform the residents of Richland County about activities required to maintain and improve the County Road Maintenance System (CRMS) each year.

It provides a summary of these activities and projects completed during Fiscal Year 2021 (FY-21), which ran from July 1, 2020, through June 30, 2021. Projects in this report were managed and/or constructed by the Richland County Department of Public Works (DPW) and the Transportation Penny Department. All of the projects included in this report have been accepted into the CRMS. This system represents the large network of roads and roadside drainage that DPW maintains, repairs and improves.

Director of Public Works
Michael Maloney, PE

Deputy Director of Public Works
Chris Eversmann, PE

County Engineer
Stephen Staley, PE

Assistant County Engineer
Shirani W Fuller, PE

Main Office:
400 Powell Rd
Columbia, SC 29203
803-576-2400

Maintenance Locations:

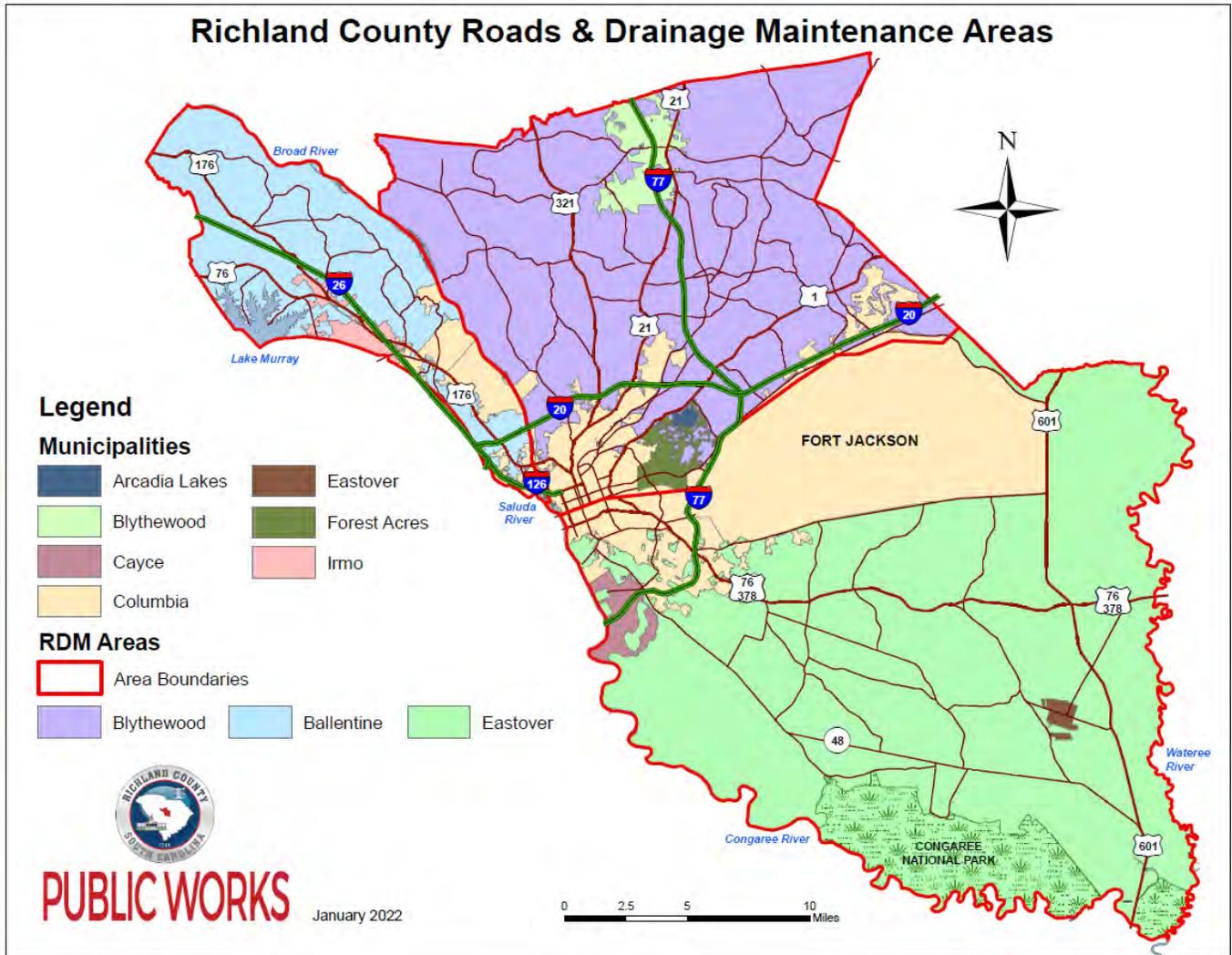
Specialty Sections
400 Powell Road
Columbia, SC 29203

Blythewood (North) Section
437 Blythewood Road
Blythewood, SC 29106

Ballentine (West) Section
1009 Bickley Road
Irmo, SC 29063

Eastover (South) Section
2009 Chain Gang Road
Eastover, SC 29044

Richland County Roads & Drainage Maintenance Areas Map



Comprehensive Transportation Improvement Plan (CTIP)

The Richland County Department of Public Works (DPW) maintains an extensive network of roads within the County Road Maintenance System (CRMS). Department staff currently maintain 831 miles of various types of roads.

Road Type	Mileage
Unpaved Prescriptive Easement	161
Unpaved Right-of-Way	44
Paved	621
Paved-Incoming	5
Total	831

Most of the roads accepted into the CRMS are classified as residential. These are low-volume, low-speed, two-lane roadways. The County also maintains a small group of collector roads and industrial/commercial roads. As subdivision roads are deeded to the County by developers, the drainage system associated with those roads is also conveyed for maintenance. In order to be accepted into the CRMS, roads and drainage systems must be constructed to County standards.

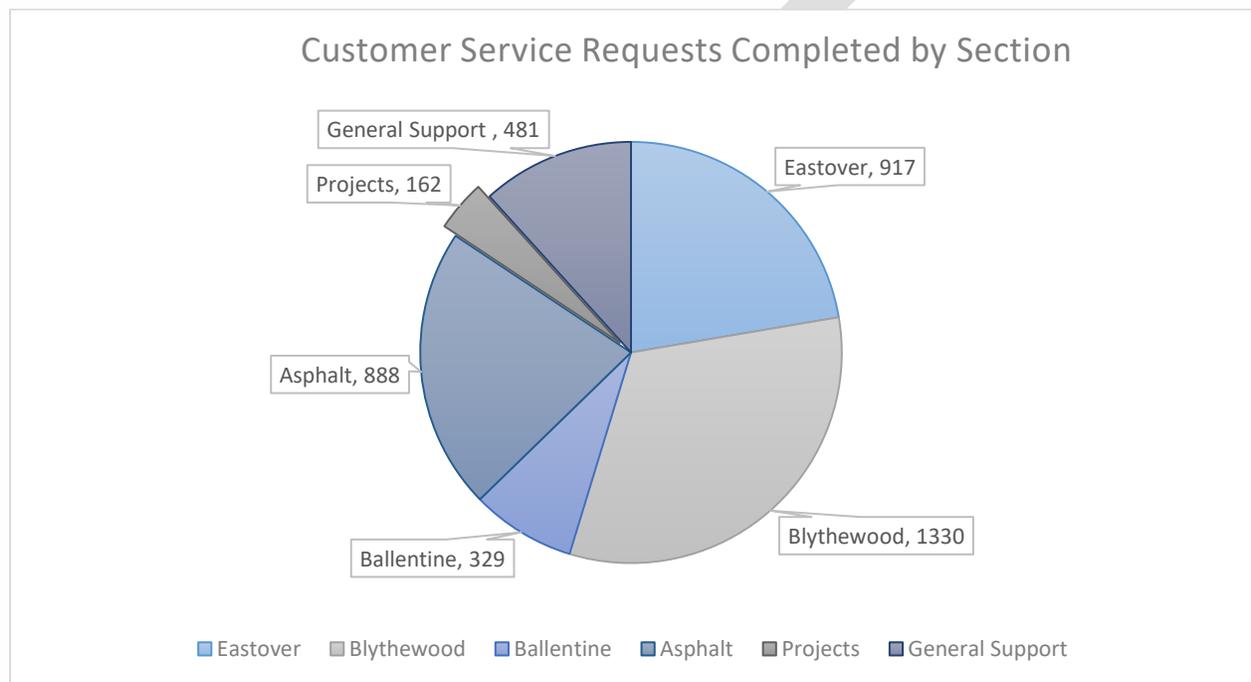
In fiscal year 2020 (FY-20), DPW released its first Comprehensive Transportation Improvement Plan (CTIP). This plan was created based on an evaluation of assets and a distribution of resources within each Council district. The CTIP addresses the transportation projects that are intended to be started and/or completed in the coming fiscal year. Once the budget was determined for the upcoming year, the Roads & Drainage Maintenance Division (RDM) and Engineering Staff (EGR) created the preliminary plan under the guidance of the Director of Public Works. It was then presented to County Council and the County Transportation Committee (CTC) for approval.

Funding for these projects comes from two main sources: the Road Maintenance Fee and “C” Funds (CTC funding). The Road Maintenance Fee is collected on vehicle personal property tax bills from residents of Richland County. This generates approximately \$5 million per year, which is applied to funding capital roadway projects, maintenance and repair of roads, sidewalk construction and repair, and drainage repair and improvements. “C” Funds are allocated on a per project basis by the CTC, at its discretion, to agencies whose projects meet established criteria.

Based on Intergovernmental Agreements (IGAs) with small municipalities within Richland County, the DPW staff requests funding from the CTC on their behalf. The CTIP is updated annually.

Customer Service Focus

Within the Department of Public Works, the divisions of Roads & Drainage Maintenance (RDM) and Engineering (EGR) are customer service-focused groups that respond directly to Citizen Service Requests (CSRs). In FY-21, these divisions completed a total of 4,742 CSRs (with RDM completing 4,170 of those).



Below is a breakdown of major categories for service requests assigned to the RDM and EGR divisions during FY-21:

CSRs by Category	# Requests	Percentage
Road Maintenance/Repairs	1,694	36%
Drainage Maintenance	1,072	23%
Traffic Control/Safety Issues	572	12%
Vegetation Maintenance	368	8%
Emergency Maintenance/Road Hazards	244	5%
Other	792	16%
Total	4,742	100%



In a partnership with smaller municipalities, Richland County has IGAs for maintenance of roads and their associated drainage systems:

- Town of Blythewood
- Town of Irmo
- Town of Arcadia Lakes
- City of Forest Acres
- Town of Eastover

IGAs enable a basic level of maintenance to be efficiently provided to citizens of these municipalities, while avoiding the high cost of the municipalities developing their own public works departments.

The County also enters into maintenance agreements with the South Carolina Department of Transportation (SCDOT). There are currently three such agreements in which DPW shares some of the maintenance responsibilities with SCDOT within their rights-of-way:

- Polo Road Shared Use Path (SUP)
- Clemson Road SUP
- Rabbit Run / Lower Richland Blvd SUP

DPW also maintains an agreement with the SCDOT to provide assistance in clearing the SCDOT road system in the case of a winter weather snow or ice event. County resources of labor and equipment are provided on a reimbursable basis.



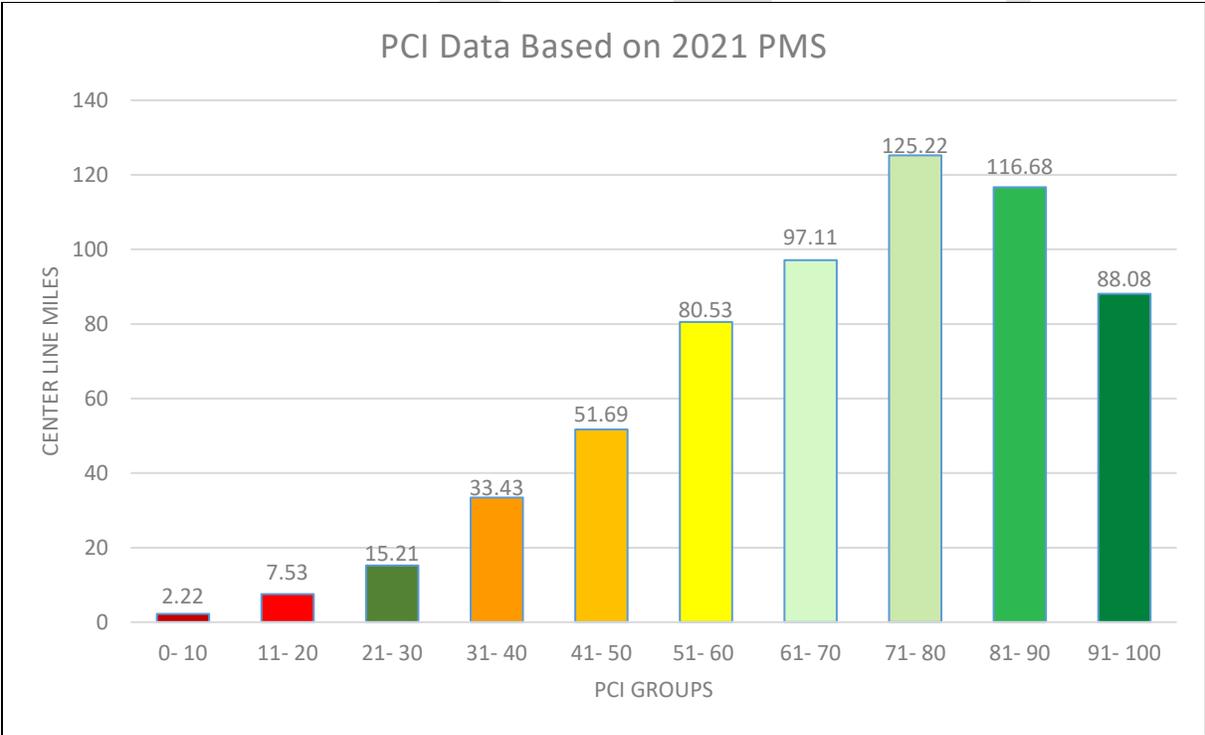
SUP - Polo Rd



Pavement Management Study (PMS)

The County is concluding its second Pavement Management Study (PMS) to assess the condition of all paved roads within the County Road Maintenance System (CRMS). The PMS generates a Pavement Condition Index (PCI) for each road based on evaluation of common distresses such as alligator, longitudinal and transverse cracking. The extent and severity of these distresses correlate to a numerical value between 0-100. Every two years, these values will be updated through inspection by EGR Staff. A new comprehensive study will be performed every six years.

The other function of the PMS is to help develop a long-term plan for allocating funding into the CRMS. Various methods of pavement treatment such as preservation, resurfacing and rehabilitation will be employed. The plan is data-driven, based on PCI values and available funding. The County’s goal is to elevate all County roads to a standard of “good” and maintain them at that level thereafter.



Operations Performed by Public Works

Road Maintenance and Repair

The majority of Citizen Service Requests (CSRs) received by RDM are for road maintenance and repair. In FY-21, 1,694 CSRs were categorized as “road maintenance.” Each workday, crews perform activities such as patching potholes, installing driveway aprons, and scraping/crowning unpaved roads. Smaller paving jobs, curb and gutter repair, and sidewalk repair are also performed.

Larger scale projects are constructed by the RDM Projects section or outsourced to a contractor as part of the Capital Improvement Projects (CIP) program. RDM and EGR staffs work together in order to determine how to best manage and prioritize these projects.

Also in FY-21, a dust suppression compound was applied to 61 unpaved roads, equaling 38 miles of roadway.



Unpaved road scrape performed by RDM crew



Drainage Maintenance



Clogged outfall pipe (before)

Drainage maintenance includes cleaning pipes, pipe inlets and outfalls, making joint repairs on reinforced concrete pipe, installing and extending drainage pipes, cleaning and repairing catch basins, and cleaning and re-establishing ditches. During FY-21, 1,072 CSRs were classified as drainage related. A well-functioning drainage system is essential to the longevity of roadways and the protection of property. Failing drainage systems can lead to property damage and cause health and safety concerns.



Outfall pipe after maintenance

DPW is working to create a comprehensive inventory of all County drainage system components as a layer within our Geographic Information System (GIS). DPW maintains approximately 367 miles of various types of pipe, including reinforced concrete, high-density plastic, and corrugated metal.

RDM relies heavily on residents to inform staff when drainage systems are not functioning properly and need maintenance.



Traffic Control and Traffic Safety

This category of requests includes such tasks as sign installations, traffic-calming requests, speed hump installations and pavement marking requests. RDM crews perform all of these tasks, except pavement marking installation, which is performed by an on-call contractor.

The RDM General Support section has a sign shop at the Powell Road compound. Here, all signs for County-maintained roads and all street name signs for all roads within Richland County (including both SCDOT and private roads) are fabricated. The General Support section is also responsible for installing all traffic control signs within the CRMS.

The Engineering Division staff manages requests for traffic-calming studies. Following established County policy, studies are conducted to determine whether a traffic-calming device needs to be installed on a road. The EGR staff performs all studies for both County- and SCDOT-maintained paved roadways. If a study meets the established criteria and qualifies for a speed hump, the Asphalt & Concrete section will install these at the designated location. In FY-21, 55 studies were conducted, and five (< 10%) qualified for and received speed humps.



Speed hump installed by RDM on Whitehurst Way



Vegetation Maintenance

Vegetation maintenance includes mowing rural road shoulders, tree trimming, and clearing brush that obscures roadway visibility or restricts drainage through ditches.

Joint projects between the Transportation Penny Department and SCDOT have resulted in maintenance agreements in which the County has responsibility for mowing Shared Use Paths (SUPs) on some state roads.



Slope mower cutting County right-of-way

Mowing operations are both seasonal and affected by rainfall amount. The County does not perform this service within subdivisions; the majority of mowing and trimming activities are performed in rural areas of the County. RDM operates five slope mowers to accomplish all of their mowing responsibilities.

Tree trimming is frequently performed in response to a citizen request in the event that school buses or trucks cannot maneuver properly where low-hanging limbs are close to the roadway. This trimming can be done by RDM employees and equipment, or by a tree contractor, depending on the circumstances.



Emergency Maintenance and Road Hazards



Sinkhole near 2020 Hampton St., Columbia

The Roads & Drainage Maintenance Division (RDM) staff responds to calls 24 hours a day with on-call personnel for after-hour emergencies. RDM crews work with other emergency response agencies to dispatch staff as needed.

RDM frequently responds to road hazards, such as trees or other obstacles blocking the roadway that could pose danger to the traveling public.

Emergency maintenance projects are constructed with the approval of the County Administrator or when a state of emergency is declared. During a state of emergency, all essential personnel in the department work rotating shifts to ensure round-the-clock response to keep the roadways safe. Weather events such as snow, ice or hurricanes are the most common reasons for a state of emergency. When a hazard cannot immediately be corrected, staff has the ability to close a road until a safe route can be established.

DPW staff also works closely with Richland County’s Emergency Management Division (EMD). When EMD activates the Emergency Operation Center (EOC), the Engineering Division provides staff to the EOC to coordinate efforts and enhance communication throughout County departments.

Roads & Drainage – Projects Section

The Department of Public Works has a Projects section to address infrastructure needs that exceed the scope of routine maintenance. Projects falling into this category are of a more complex nature, require a longer time to complete, and also require some level of basic engineering analysis and design.

The Projects section performs a broad range of tasks, from drainage improvements, to roadway repairs, replacement of curb and gutter, and even occasional work at the Jim Hamilton-L.B. Owens Airport (CUB). Projects typically start with a CSR, which is investigated by Roads & Drainage Maintenance staff. If determined to be beyond the scope of routine maintenance, RDM will refer the request to Engineering Division staff for evaluation. At that point, it is determined whether the request qualifies for the internal project list or should be performed by a contractor as a Capital Improvement Project (CIP).

In FY-21, the Projects section completed 14 projects, most of which were related to drainage concerns from citizens.



Drainage improvement project at CUB



Capital Improvement Projects

The Department of Public Works budgets each year to complete Capital Improvement Projects through a procurement process used to select consultants and contractors.

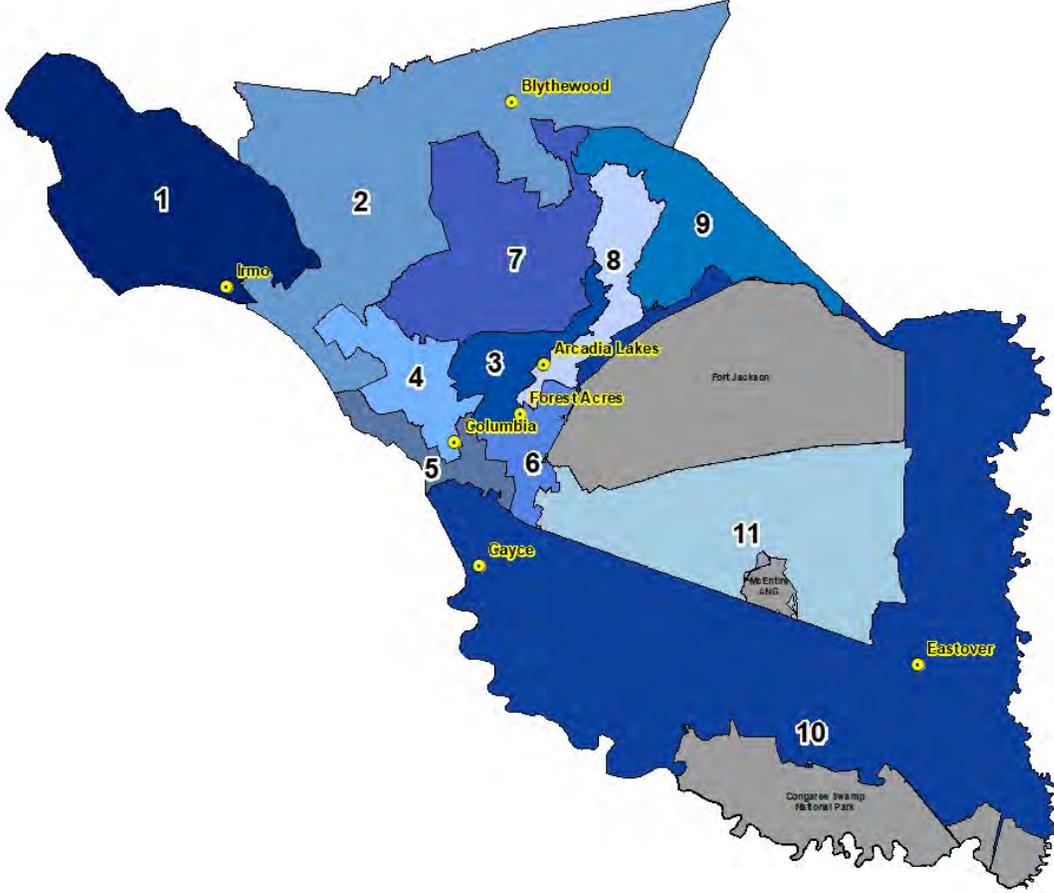


CIP resurfacing project on Hollingwood Drive

When the scope of a project is deemed too large for Public Works crews, a consultant and then a contractor are engaged to perform the work to County-specified standards. The Engineering Division employs inspection staff to observe and inspect work as it is being performed. The most common Capital Improvement Projects are road resurfacing and sidewalk construction. Comprehensive lists of these projects by County Council district (as well as dirt road paving), managed by the Department of Public Works and the Transportation Penny Department, follow hereafter.



Council District Map



Projects by Council District

District 1



Project	Total Mileage
Resurfacing	8.29
Paving	0.73

Resurfacing Projects:

Road Name	District	Linear Miles	Department
Sienna Dr	1	0.64	DPW
Hawks Ridge Ct	1	0.07	DPW
Cypress Springs Ct	1	0.09	DPW
Sienna Ct	1	0.13	DPW
Cabot Bay Dr	1	0.05	DPW
Morning Breeze Ct	1	0.09	DPW
Shores Edge Dr	1	0.27	DPW
Harbors Mist Dr	1	0.07	DPW
Stockland Rd	1	0.43	DPW
Riverwalk Way	1	1.70	DPW
Billsdale Ct	1	0.03	Transportation
Billsdale Rd	1	0.22	Transportation
Chadford Rd	1	0.13	Transportation
Crossthorn Rd	1	0.11	Transportation
Lyne Cove	1	0.06	Transportation
Oak Hampton Rd	1	0.07	Transportation
Ramsbury Ct	1	0.06	Transportation
Trinity Three Cir	1	0.04	Transportation
Trinity Three Ct	1	0.04	Transportation
Trinity Three Rd	1	0.26	Transportation
Upton Grey Ct	1	0.04	Transportation
Upton Grey Rd	1	0.19	Transportation
Wells Garden Ct	1	0.17	Transportation
Anna B Ln	1	0.14	Transportation
Ballentine Point Rd	1	0.13	Transportation
Battery Rd	1	0.11	Transportation



District 1 (cont'd)

Resurfacing Projects, Continued:

Road Name	District	Linear Miles	Department
Blackburn Rd	1	0.11	Transportation
Blue Bird Trl	1	0.11	Transportation
Boulters Lock Rd	1	0.09	Transportation
Bronlow Dr	1	0.42	Transportation
Carolee Ct	1	0.05	Transportation
Cavendish Ct	1	0.06	Transportation
Clouser Dr	1	0.05	Transportation
Craven Arms Ct	1	0.06	Transportation
Gidding Ct	1	0.15	Transportation
Gowham Ct	1	0.15	Transportation
Grayside Rd	1	0.16	Transportation
Hawks Ridge Ln	1	0.17	Transportation
Kristyben Ct	1	0.05	Transportation
Lely Ct	1	0.08	Transportation
Maid Lynn Ct	1	0.07	Transportation
Penningail Ct	1	0.05	Transportation
Raintree Dr	1	0.25	Transportation
Southhampton Dr	1	0.50	Transportation
Sutton Way	1	0.37	Transportation

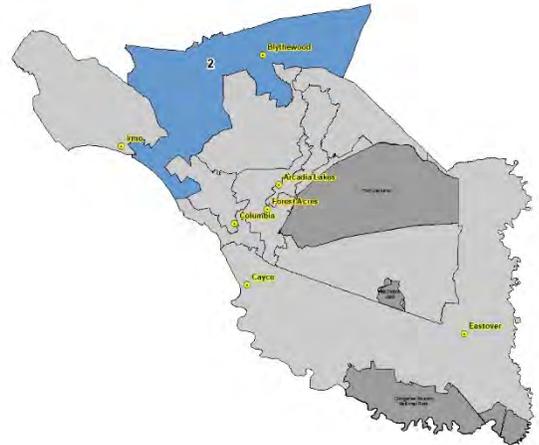
Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
Haven Cir	1	0.24	Transportation
Mrs Mack Rd	1	0.22	Transportation
Summer Haven Dr, Ph1	1	0.05	Transportation
Howard Cooglar Rd	1	0.22	Transportation



District 2

Project	Total Mileage
Resurfacing	2.05
Paving	0.45



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Arborage Ct	2	0.10	Transportation
Arborland Ct	2	0.10	Transportation
Azalea Circle	2	0.10	Transportation
Evelyn Ct	2	0.07	Transportation
Grey Oak Ln	2	0.34	Transportation
North Palace Ct	2	0.09	Transportation
Oak Knoll Dr	2	0.42	Transportation
Oakleaf Circle	2	0.27	Transportation
Old Tree Ct	2	0.08	Transportation
Riverwalk Ct	2	0.26	Transportation
Oakmist Way	2	0.22	Transportation

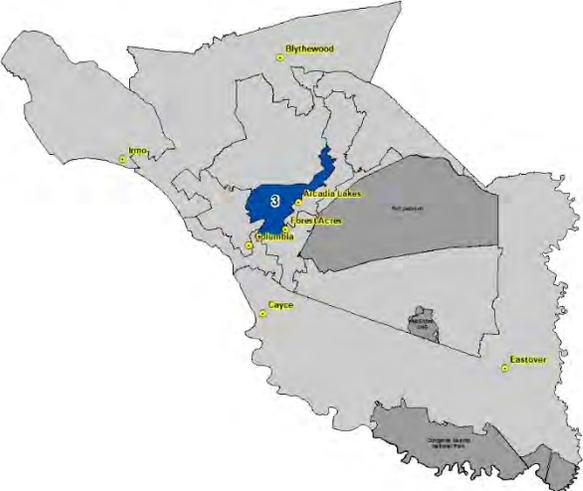
Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
Net Dean Cir	2	0.40	Transportation
London Ave	2	0.05	Transportation



District 3

Project	Total Mileage
Resurfacing	0.67
Paving	0.03
Sidewalk	1.2



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Cokesbury Dr	3	0.33	Transportation
Sprott St	3	0.30	Transportation
Wales Rd	3	0.04	Transportation

Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
Hall St	3	0.03	Transportation

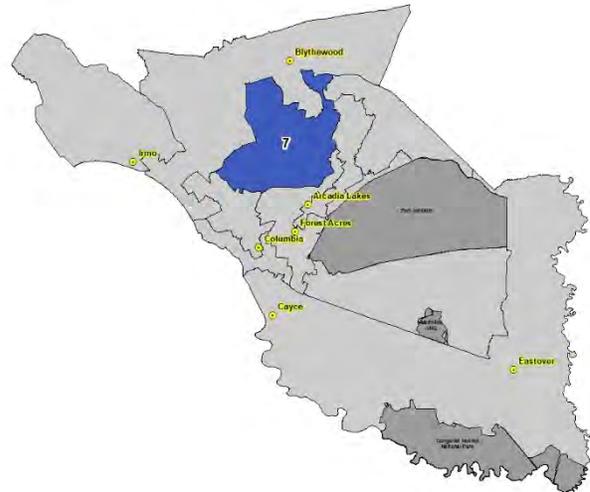
Sidewalk Construction:

Road Name	Start	End	Length(mi)	District	Department
Harrison Rd	Two Notch	Forest Dr	1.2	3	Transportation



District 7

Project	Total Mileage
Resurfacing	3.80



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Bent Oak Ct	7	0.06	Transportation
Bonbon Ln	7	0.03	Transportation
Grantham Cir	7	0.06	Transportation
Warly Ct	7	0.02	Transportation
Ashley Crest Dr	7	0.33	Transportation
Bradbury Dr	7	0.50	Transportation
Clover Bay Dr	7	0.11	Transportation
Glen Green Dr	7	0.19	Transportation
Glenshire Dr	7	0.36	Transportation
Hillvale Ct	7	0.06	Transportation
Hillvale Dr	7	0.20	Transportation
Holly Ridge Ct	7	0.06	Transportation
Holly Ridge Ln	7	0.47	Transportation
Meadowlake Ct	7	0.08	Transportation
Petworth Ct	7	0.08	Transportation
Petworth Dr	7	0.19	Transportation
Savannah Dr	7	0.17	Transportation
Summer Vale Ct	7	0.16	Transportation
Whitehurst Way	7	0.67	Transportation



District 8

Project	Total Mileage
Resurfacing	5.47
Sidewalk	2.73



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Dowgate Hill Ct	8	0.05	Transportation
Falmouth Rise Rd	8	0.21	Transportation
Hampstead Ct	8	0.06	Transportation
Ixworth Green	8	0.09	Transportation
Lambeth Walk	8	0.07	Transportation
Newgate End	8	0.03	Transportation
Rainsborough Way	8	0.28	Transportation
South Brick Rd	8	0.27	Transportation
Birchbark Ct	8	0.16	Transportation
Brook Hollow Dr	8	0.68	Transportation
Wheatstone	8	0.14	Transportation
Almeda Dr	8	0.16	Transportation
Ashley Brook Ct	8	0.13	Transportation
Athena Dr	8	0.20	Transportation
Brickingham Way	8	0.10	Transportation
Carriage House Rd	8	0.08	Transportation
Decker Blvd	8	1.01	Transportation
Deck Park Rd	8	0.18	Transportation
Humble Dr	8	0.20	Transportation
Lost Tree Dr	8	0.37	Transportation
N. Chateau Dr	8	0.44	Transportation
Shallow Pond Rd	8	0.14	Transportation
Sommerset Dr	8	0.20	Transportation
Polo Ridge Cir	8	0.20	Transportation

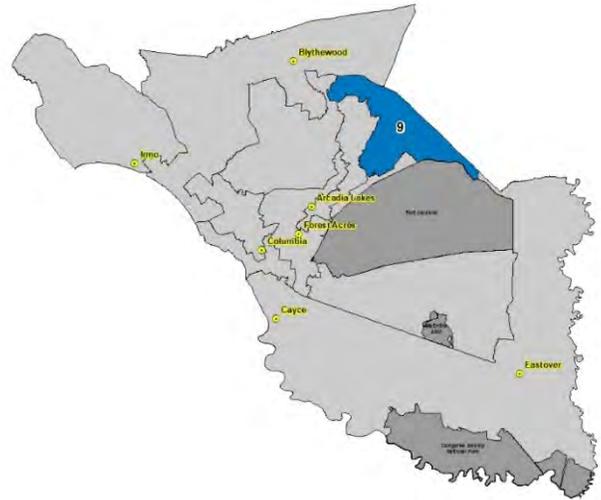
Sidewalk Construction:

Road Name	Start	End	Length(mi.)	District	Department
Kneece Rd	Oneal Ct	Brookfield	0.52	8	DPW
Polo Rd	Mallet Hill Rd	Alpine Rd	1.7	8	Transportation
Faraway Dr	E Boundary Rd	Willoughby St	0.51	8,10	Transportation



District 9

Project	Total Mileage
Resurfacing	4.57
Sidewalk	0.41



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Running Fox West	9	0.28	DPW
Meadow Brook Dr	9	0.22	DPW
Lone Oak Ln	9	0.12	DPW
Hollingwood Dr	9	0.23	DPW
Hollingwood Ct	9	0.02	DPW
Bradford Ln	9	0.05	Transportation
Westport Dr	9	0.12	Transportation
Ridgetop Ct	9	0.40	Transportation
Sugar Pine Ct	9	0.09	Transportation
Foxfield Ln	9	0.06	Transportation
Huntcliff Ct	9	0.04	Transportation
Norse Way	9	0.27	Transportation
Shallow Brook Dr	9	0.74	Transportation
Siegfried	9	0.13	Transportation
Springsdan Ln	9	0.26	Transportation
Tea Olive Rd	9	0.25	Transportation
Viking Dr	9	0.46	Transportation
Watson Way	9	0.20	Transportation
Woodlands Village	9	0.43	Transportation
Polo Ridge Cir	9	0.20	Transportation

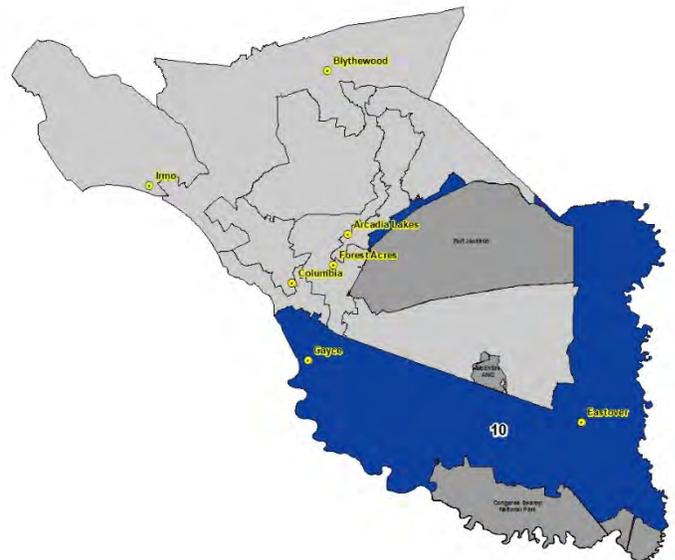
Sidewalk Construction:

Road Name	Start	End	Length(mi.)	District	Department
Clemson Rd	Old Clemson Rd	Chimney Ridge Rd	0.41	9,10	Transportation



District 10

Project	Total Mileage
Resurfacing	1.65
Paving	0.10
Sidewalk	0.92



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Falbrook Ct	10	0.18	Transportation
Fincastle Ave	10	0.03	Transportation
Garland St	10	0.17	Transportation
Key Rd	10	0.37	Transportation
Spring Hope Rd	10	0.20	Transportation
Centeridge Dr	10	0.18	Transportation
Old Iron Rd	10	0.21	Transportation
S. Brighton Rd	10	0.10	Transportation
Stafford Rd	10	0.21	Transportation

Dirt Road Paving Projects:

Road Name	District	Linear Miles	Department
Ehrlich St	10	0.10	Transportation

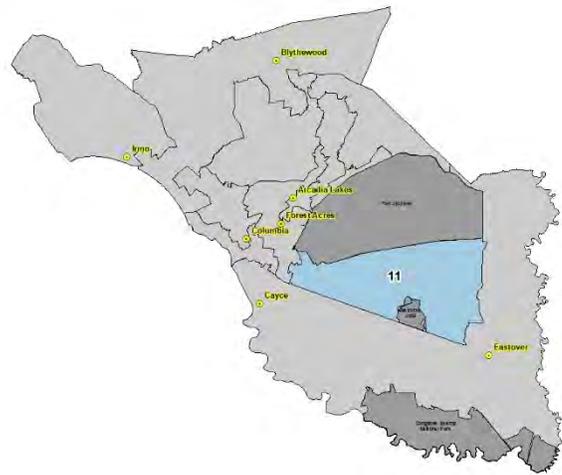
Sidewalk Construction:

Road Name	Start	End	Length(mi.)	District	Department
Faraway Dr	E. Boundary Rd	Willoughby St	0.51	8,10	Transportation
Clemson Rd	Old Clemson Rd	Chimney Ridge Rd	0.41	9,10	Transportation



District 11

Project	Total Mileage
Resurfacing	2.17



Resurfacing Projects:

Road Name	District	Linear Miles	Department
Ashleys Pl	11	0.11	Transportation
Bedford Way	11	0.38	Transportation
Berkeley Forest Ct	11	0.04	Transportation
Exton Shore Dr	11	0.46	Transportation
Greys Ct	11	0.06	Transportation
Jadetree Ct	11	0.03	Transportation
Padgett Woods Blvd	11	0.10	Transportation
Ramblewood Dr	11	0.24	Transportation
Regents Ct	11	0.13	Transportation
Rockwood Rd	11	0.62	Transportation



Conclusion

The staff of Department of Public Works is dedicated to its mission of maintenance and improvement of the County Road Maintenance System (CRMS) and its component infrastructure. Our goal is to make steady improvements in the effectiveness and efficiency with which we perform daily tasks that support our mission. We also look forward to reporting on this progress in future annual reports.

DRAFT



Richland County Council Request for Action

Subject:

Department of Public Works – FY22 Comprehensive Transportation Improvement Plan (CTIP)

Notes:

March 22, 2022 – The Development & Services Committee recommended Council approve the attached Comprehensive Transportation Improvement Plan (CTIP) for Fiscal Year 2022.



Agenda Briefing

Prepared by:	Michael Maloney, P.E.	Title:	Director
Department:	Public Works	Division:	Engineering
Date Prepared:	February 2, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 14, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 14, 2022
Finance Review	Stacey Hamm via email	Date:	February 14, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Development & Services		
Subject:	FY-22 Comprehensive Transportation Improvement Plan (CTIP)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends that County Council approve the attached Comprehensive Transportation Improvement Plan (CTIP) for Fiscal Year 2022 (FY-22).

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:

All funding for the projects being performed by DPW was secured during FY-21 and will not impact the Department's FY-22 operating budget.

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

None.

REGULATORY COMPLIANCE:

The preparation and submission of the annual CTIP is in accordance with Chapter 21 of The Richland County Code of Ordinances.

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 is the second Comprehensive Transportation Improvement Plan (CTIP) created by the Richland County Department of Public Works (DPW) staff. The annual plan was first created in 2020 and presented to Council for approval. Our purpose remains unchanged: to improve the process of restoring and preserving the County Road Maintenance System (CRMS) using analytical methods. DPW operates in conjunction with the Transportation Penny Program, adding to the miles of roadway replaced and preserved each year in Richland County through the capital project efforts of both departments.

The FY-21 CTIP was a key first step in implementing a strategic plan for the long term maintenance of our County Road Maintenance System. This program was started to prevent further delay in restoring pavements and to increase the ability of County staff to seek outside funding source such as "C" Funds. The approval of the CTIP enables the County Engineer to seek funding from CTC, an essential source of funding for the County's transportation infrastructure maintenance and improvement.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The plan integrates the list of projects being designed and constructed in FY-22 by the Transportation Penny Department along with the planned capital projects to be executed by the Department of Public Works (DPW).

Department of Public Works Staff will generate a five-year plan based on the Pavement Management Study (PMS) conducted in September 2021. This study will provide the pavement condition of every paved road in the CRMS. With this information, we can better plan the distribution of projects throughout the eleven county districts.

ATTACHMENTS:

1. Fiscal Year 2022 (FY-22) Comprehensive Transportation Improvement Plan (CTIP)



County Road Maintenance System (CRMS)

Fiscal Year 2022 (FY-22) Annual Comprehensive Transportation Improvement Program (CTIP)

Updated: Dec. 1, 2021

References: (a) *Richland County Code of Ordinances*, Chapter 21
(b) Richland County Department of Public Works County Road Maintenance System Management Standard Operating Procedures, June 30, 2020

Enclosures: (1) RDM maintenance area road type / mileage breakdown
(2) County Council district road type / mileage breakdown
(3) IGA road type / small municipality / mileage breakdown
(4) Bridges / type / location
(5) Rail crossings / type / location
(6) Traffic / crossing lighted signals
(7) Sidewalks

Section 1 – Introduction:

The Department of Public Works has completed its first year of a coordinated effort to account for, document, maintain and improve the Richland County Road Maintenance System (CRMS). Last fiscal year's 2021 Annual Comprehensive Transportation Improvement Program (CTIP) was the first of its kind and represented a point of departure for improved safety, quality, coordination, accountability and organizational efficiency. The department's second Pavement Management Study (PMS), undertaken to assess the condition of all County-maintained paved roads, is nearing completion. This study will provide a Pavement Condition Index (PCI) for each road that will be used to develop a five-year plan to address preservation, resurfacing and reconstruction of the CRMS.

All projects listed herein are currently funded.



Section 2 – System Description:

The Richland County Road Maintenance System (CRMS) is composed of road and road-related infrastructure that is, by assigned mission or intergovernmental agreement (IGA), owned and/or maintained by the Department of Public Works (DPW). Such infrastructure is, in some way, available for public use and represents a variety of levels of development, design and construction source.

Section 3 – System Data:

- Road mileage (unpaved – prescriptive easement) 161 miles
- Road mileage (unpaved – right-of-way) 44 miles
- Road mileage (paved) 621 miles
- Road mileage (paved – incoming ROW in progress) 5 miles
- RDM maintenance area breakdown See Enclosure (1)
- County Council district breakdown See Enclosure (2)
- IGA road mileage (by surface type/by small municipality) See Enclosure (3)
- Bridges (by type and location) See Enclosure (4)
- Rail crossings See Enclosure (5)
- Traffic and crossing lighted signals See Enclosure (6)
- Sidewalk mileage See Enclosure (7)



Section 4 – Programs / Functions:

Department of Public Works

Roads & Drainage Maintenance (RDM)

- Citizen Service Request (CSR) response/corrective maintenance (Level of Service - LOS) – CSRs are generated from services requested through the County Ombudsman’s Office. Responsibilities include receiving and responding to requests for service and other related inquiries from County residents. Typical level of activity is 6,000 CSRs received annually (500 per month). The typical backlog of pending CSRs, which varies by season, weather events, and other factors beyond departmental control, is usually 100 or fewer.
- Emergency Response (LOS) – Requests of an emergent nature include: buried drainage pipe failure/cave-in, downed stop signs, animal carcasses within CRMS right-of-way and easements, potholes, leaning signs, manhole lids missing or askew, excess sand or grit on a paved road, tree hazards and downed trees in roads. These must be assigned immediately, the hazard mitigated as soon as possible, and all work completed within a matter of hours or days.
- Force Account (“in-house” staff and equipment) Projects (LOS) – Sometimes roads and drainage infrastructure deficiencies require more than routine maintenance to address. Multiple drainage pipe joint failures, undersized drainage pipes, failed drainage structures, and outdated infrastructure may require a level of engineering analysis and construction effort that exceeds basic levels of maintenance. The County’s Engineering and Stormwater Management Division staff work in close cooperation with the Projects section of the Roads & Drainage Maintenance Division to design, manage and construct smaller-scale projects that support the CRMS. There is typically a backlog of eight projects of varying sizes and scopes.
- Preventive Maintenance (LOS) – Maximize preventive maintenance (PM) of all types based on observations by employees in the field in order to ensure properly maintained infrastructure and reduce the need for CSRs.
- Sign Maintenance (LOS) – Installation, maintenance and repair of street name signs throughout the unincorporated County and IGA municipalities for all public and private roads and streets. Installation, maintenance and repair of directional and warning signs within the CRMS. Because of their vital nature, sign-related requests are assigned a high priority.
- Street Sweeping (LOS) – Deploy the street sweeper to remove grit, sediment and debris from the CRMS, County-paved parking lots, and the Jim Hamilton-L.B. Owens Airport (CUB) pavement in order to preserve pavement, prevent debris from entering the drainage system, improve appearance and control Foreign Object Debris (FOD). Achieve an employment goal of 40 percent (780 hours of operation over a 52-week period). Note: A second street sweeper is planned to be added to the RDM fleet during FY-22 in a joint effort with the Stormwater Management Division.
- Vactor Truck Services (LOS) – Deploy the two vactor trucks in order to ensure the drainage system, which supports the CRMS and area drainage, is free of blockages and



debris. Priority of employment is: 1) response to CSRs, 2) Preventive Maintenance (PM), and 3) neighborhood drainage system maintenance as identified by the Stormwater Management Division. Achieve an employment goal of 40 percent (780 hours of operation per truck over a 52-week period).

Engineering (EGR)

- County Transportation Committee (CTC) – The Department of Public Works acts as the lead agency to coordinate with the County Transportation Committee (CTC). The CTC provides “C” Fund Grants for CRMS transportation projects to include:
 - resurfacing
 - sidewalk installation
 - dirt road paving
 - other transportation improvements

See the FY-21 through FY-25 Capital Improvement Plan (CIP) in Section 7 for specific projects in progress or planned for future construction. The Richland County liaison to the CTC is the County engineer.

- Pavement Marking Maintenance (LOS) – The Department of Public Works maintains a limited inventory of pavement markings throughout the County on some CRMS paved roads that meet the criteria for such markings. One Stop service requests will be investigated by Engineering Division staff to evaluate the functionality and standard compliance, along with condition and serviceability. Markings that need installation or repair/replacement will be added to the annual Pavement Marking Maintenance List for repair/replacement by the on-call service contractor. One Stop citizen notification and updates shall occur per Ombudsman policy and procedure. The current annual budget is \$20,000.
- Signal Maintenance (LOS) – The Department of Public Works maintains an inventory of traffic signals and flashing school zone lights. Both systems are managed by the Engineering Division staff under direction and supervision of the County engineer. Once notified, staff shall investigate any device issues (alignment, system failures, light outage and damage) that could affect traffic safety. On-call maintenance contractors shall be available when required to make immediate repairs. This contractor is also responsible for installing overhead road signage at intersections as directed by the County. Renewal of contracts and maintenance budgets are required and must be updated on an as-needed basis. The current annual budget is \$20,000.
- Traffic Calming – The Department of Public Works installs speed humps on paved roads within the CRMS- and SCDOT-maintained public roads. The installation of traffic-calming devices shall be considered only when it has been determined by Engineering Division Staff that the roadway meets all criteria and after a petition and supporting documentation have been submitted for review. A Citizen Point of Contact (POC) shall be assigned to represent the neighborhood or subject street. The POC must be willing to work with DPW staff throughout the traffic-calming device request process. Upon receiving a request, DPW staff will review the subject street to ensure it meets all



criteria referenced in the traffic-calming warrants. The department performs traffic studies and installs approximately 15 speed humps per year.

- Unpaved Road Dust Suppression (LOS) – The Department of Public Works maintains over 200 miles of unpaved roads. Applying calcium chloride for dust suppression on these roads reduces suspended dust particles that affect traffic safety and property. An annual list of roads is developed and staffed through the Engineering Division and the Roads & Drainage Maintenance Division and are sprayed with one application of calcium chloride by a contracted road treatment service. The current annual budget is \$90,000 for approximately 70,000 gallons of application. This will treat approximately 40 miles of unpaved roads (20 percent of the unpaved portion of the CRMS).

Special Services (SS)

- Roadside Litter Pickup (LOS) – The Special Services Division employs inmate labor work crews to police public road rights-of-way, including the CRMS- and SCDOT-maintained roads. Unfortunately, the COVID-19 pandemic eliminated the inmate labor pool, so roadside litter pickup was severely curtailed during FY-21 and the start of FY-22. Some level of effort was accomplished through the use of more expensive temporary employees, but litter pickup has resumed with the availability of inmates from the Department of Corrections.

Other County Departments

Transportation Penny Department

The Transportation Penny Tax Program, approved by the residents of Richland County in 2012, provides funding for a wide range of transportation improvements throughout the County. The following are projects anticipated for completion during FY-22:

Dirt Road Paving:

Road Name	District	Linear Miles
Tall Oaks Dr	1	0.18
Maggie Hipp Rd	2	0.08
Bow String Rd	9	0.34
Robert James Rd	10	0.22
South Dr	10	0.32
Rosa Dowdy Ln	10	0.12
Rocky Rd	11	0.17
Barkley Rd	11	0.24
Dogwood Shores Ln	11	0.42
Lake Dogwood Cir S	11	0.13
Wider Rd	11	0.13
Total		2.36

Road Resurfacing:

Road Name	District	Linear Miles
Longtown Rd W	7/9	0.05
Averill Lane	1	0.36
Bucktail Way	1	0.38
Kip Ct	1	0.19
Little Hampton Rd	1	0.03
Osbourne Ln	1	0.04
Ramblewood Dr	1	0.77
Redington Way	1	0.95
S. Royal Tower Dr	1	0.54
Staffwood Ct	1	0.77
Staffwood Dr	1	0.04
Stonemede Dr	1	0.73
W. Royal Tower Dr	1	1.21
Wyncliff Ct	1	0.90
Belk Ct	2	0.47
Carolina Pines Dr	2	0.18
Harper Park Rd	2	0.36
Northpoint Blvd	2	0.03
Oak Knoll Dr	2	0.07
Olde Springs Rd	3	0.05
Garner Ln	4	0.36
Bent Oak Ct	7	0.06
Briercliff Dr	7	0.04
Radcot Ct	8	0.19
Rosewood Dr	8	0.86
Salisbury Ln	8	0.42
Ventura Ct	8	0.15
Winding Creek Ln	8	1.23
Bombing Range Rd	9	0.40
Columbia Club Dr E	9	0.53
Muirfield Ct W	9	0.25
Woodlands W	9	0.10
Ashleys Pl	11	0.36
Bedford Way	11	0.19
Berkeley Forest Ct	11	0.35
Berkeley Forest Dr	11	0.36



Road Name	District	Linear Miles
Candlewood Dr	11	0.42
Cardington Dr	11	0.18
Exton Shore Dr	11	0.24
Flowerwood Dr	11	0.28
Greys Ct	11	0.11
Jadetree Ct	11	0.82
Jadetree Dr	11	0.33
Kildare Dr	11	0.04
Mountainbrook Dr	11	0.18
Padgett Woods Blvd	11	0.22
Pear Tree Cir	11	0.11
Prince Charles Ct	11	0.10
Ragsdale Dr	11	0.74
Raintree Ct	11	0.08
Raintree Ln	11	0.40
Regeants Ct	11	0.05
Total		18.27

Sidewalk Construction:

Road Name	Start	End	Linear Miles
Alpine Rd	Two Notch	Percival Rd	2.4
Leesburg Rd	Garners Ferry	Semmes Rd	3.7
Clemson Rd	Two Notch Rd	Percival Rd	1.1
Sunset Dr	Elmhurst Rd	River Dr	0.75
Total			7.95

Section 5 – Resources:

<input type="checkbox"/> Road Maintenance FY-21 Fund Balance (end-of-year actual)	\$11,299,115
<input type="checkbox"/> RDM FY-22 Operating Budget	\$ 7,942,778
<input type="checkbox"/> "C" Fund FY-21 Uncommitted Balance	\$ 3,876,545
<input type="checkbox"/> "C" Fund FY-21 Forecasted Apportionment	\$ 5,267,600
<input type="checkbox"/> "C" Fund FY-21 Non-recurring Earmark	\$ 2,390,263



Section 6 – Goals:

DPW

- Funding source – Work with County Council and County Administration to ensure an adequate, reliable, steady and uninterrupted funding source for Roads and Drainage Maintenance operations and improvement projects in light of the recent state Supreme Court decision and subsequent lawsuit against the County.
- Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Transportation Penny staff, in order to ensure that all projects are coordinated, mutually supporting, and maintain or enhance area drainage.
- Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Community Planning and Development Department, in order to ensure that updated development standards are properly applied and newly developed infrastructure is of sufficient quality.

RDM

- Process review – Working with the staff of the Information Technology (IT) Department, fully develop and implement the reporting component of the Work Order System (WOS) in order to establish performance benchmarks and better analyze activity, service and productivity.
- Personnel management – Emphasize the prompt hiring of qualified applicants to fill vacancies as they occur. Develop and hire a master equipment operator to promote training, professional development and skill quality of equipment operators.
- Facility improvement – Continue to develop the Blythewood area work camp that services the northern portion of the County.

EGR

- Capital improvements – Prepare a five-year CRMS Capital Improvement Plan (CIP) for paving and resurfacing of County roads, installation of sidewalks, and other transportation improvements using data from the Pavement Management Study (PMS).
- Right-of-way acquisition – The right-of-way administrator has acquired approximately 38 of the 97 total abandoned roads. The goal is to acquire the remaining 59 roads in FY-22. We will also process deeds for roads and drainage from approximately 10 new subdivisions accepted into the CRMS through the New Development Department.
- Railroad crossings safety improvement – Replace the existing substandard rail crossing on Hobart Road and with new safer rail crossing through the realignment of Hobart Road and addition of signalized gates.
- Right-of-way transfer – Transfer at least 50 percent of County-owned road right-of-way (11.8 miles) from County ownership to the small municipality in which they are located.
- New personnel – Replace the retiring Transportation associate with a well-qualified individual.
- Adhere to the new Land Development Standards that will go into effect Feb. 1, 2022.



Section 7 – Capital Improvement Plan (CIP):

Item Description	Proposed Funding Source	Biennium			Biennium		Total
		FY21	FY22	FY23	FY24	FY25	
Unpaved Roadway Repair-Design	RMF	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Unpaved Roadway Repair-Construction	RMF	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Sidewalk Capital Improvement	RMF	\$350,000					\$350,000
Miscellaneous Road Improvements	RMF	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Road Resurfacing	RMF		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
Rollover-previous year	RMF	\$1,600,000		unknown	unknown	unknown	\$1,600,000
Pavement Preservation	"C" Funds	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Resurfacing Roads	"C" Funds	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,000,000
New Sidewalks	"C" Funds	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000
New Sidewalk-Design	TAP		\$100,000	\$50,000	\$100,000	\$50,000	\$300,000
New Sidewalk-Construction	TAP			\$1,000,000		\$1,000,000	\$2,000,000
Totals		\$5,000,000	\$4,650,000	\$5,600,000	\$4,650,000	\$5,600,000	\$25,500,000

Note 1: Road Maintenance Fund (RMF)/Transportation Assistance Program (TAP)

Note 2: *See Section 4 – Programs/Functions: Other County departments/Transportation Penny Department for planned Fiscal Year 2022 (FY-22) paving, resurfacing and sidewalk construction projects planned under that program.



FY-22 Capital Improvement Plan (CIP):

Pavement Preservation

Budget: \$600,740

Funding for the following roads was obtained during FY-21. Preservation of these roads is planned for FY-22.

Road Name	District	Linear miles
Bamboo Grove Ct	1	0.09
Baywood Ct	1	0.12
Harbors Mist Dr	1	0.08
Shores Edge Dr	1	0.12
Water Pointe Ln	1	0.09
Buckwood Dr	2	0.04
Greyhound Ln	2	0.10
Grey Duck Ln	2	0.22
Safari Way	2	0.07
Catalina Ct	3	0.10
Oakley Cir	3	0.07
Oakley Ct	3	0.04
Oakley Dr	3	0.30
Saxonbury Dr	3	0.06
Scarlet Ct	3	0.12
Sunnydale Ct	3	0.04
Sunnydale Dr	3	0.20
Dean Hall Ln	6	0.16
Hampton Trace	6	0.51
Rosebank Dr	6	0.28
Ballbridle Ln	7	0.30
Cabinteely Ct	7	0.03
Glimerton Ct	7	0.07
Gorebridge Ct	7	0.07
Hillfoots Ct	7	0.03
Stillorgan Ct	7	0.06
View Dr	7	0.66
Cold Branch Dr	8	1.70
Holliday Rd	9	0.45
Village Farm Rd	9	0.18
Wood Duck Rd	9	0.52
Abbott Rd	10	0.15



Road Name	District	Linear Miles
Bluff Industrial Blvd	10	0.34
Saddlebrook Ln	11	1.42
Total		8.81

Road Repair and Resurfacing

Budget: \$2,104,148

Funding for the following roads was obtained during FY-21. Construction is anticipated to be complete during FY-22.

Road Name	District	Lane Miles
Cotting Ct	1	0.07
Dunleith Ct	1	0.10
Dunleith Way	1	0.37
Laurent Ct	1	0.12
Laurent Way	1	0.81
Steeple Ridge Rd	1	1.36
Bear Rock Dr	2	0.08
Bowhunter Dr	2	0.66
Coyote Ln	2	0.07
Duck Pt	2	0.03
Grouse Ct	2	0.03
Hunters Run Dr	2	0.23
Labrador Dr	2	0.17
Ramsgate Dr	2	0.32
Ranger Ln	2	0.05
Rolling Hills Cr	2	0.02
Rolling Hills Dr	2	0.32
Abney Estates Dr	7	0.42
Abney Wood Ct	7	0.06
Valley Estates Dr	7	0.51
Winding Brook Loop	7	0.21
Hunters Pond Dr	8	1.24
Total		7.25



Sidewalk Construction

Budget: \$1,917,539

Funding for the following sidewalks was obtained in FY-19 and FY-20. Construction is anticipated during FY-22.

Road Name	Start	End	Linear Miles
Longreen Pkwy	Clemson Rd	Longtown Rd	1.64
Spring Park	Hobart Way	Longreen Parkway	1.04
Greenhill Parish	Upland Hill Ln	Catawba Trail Elementary	0.27
Total			2.95

Sidewalk Capital Maintenance

In addition to new sidewalk construction, it is recommended that \$60,000 be applied to the maintenance of existing sidewalks within the County Road Maintenance System this year. Areas for maintenance will be identified by County staff and prioritized to address safety concerns.

Dirt Road Improvement – Planning

Budget: \$100,000

Road Name	District	Linear Miles
Jacquelyn Powers Cir	1	0.22
Stanley Fort Rd	1	0.06
Hardy Entzminger Rd	2	0.42
Jordon Rd	2	0.16
Wooten Rd	7	0.38
Chappell Creek Ln	10	0.22
Lassiter Jacobs Rd	10	0.77
S Crosshill Cir	10	0.38
Sara Neal Rd	10	0.22
Pond Arch Rd	11	0.21
Wattsland Rd	11	0.49
Total		3.94



Enclosures 1-7

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Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan

Updated: June 30, 2021

Enclosure (1) RDM Maintenance Area Road Type / Mileage Breakdown

Unpaved Roads

RDM Maintenance Area

	County Owned (Public r/w)		Prescriptive Easement		All County Unpaved	
	Length (ft.)	Length (miles)	Length (ft.)	Length (miles)	Total Length (ft.)	Length (miles)
West	54,707.17	10.36	151,188.75	28.63	205,895.91	39.00
South	105,818.31	20.04	436,765.28	82.72	542,583.60	102.76
North	89,334.15	16.92	251,025.01	47.54	340,359.16	64.46
Total length	249,859.63	47.32	838,979.04	158.90	1,088,838.67	206.22

Paved Roads

RDM Maintenance Area

	County Owned		Municipal Owned		All County Paved	
	Length (ft.)	Length (miles)	Length (ft.)	Length (miles)	Total Length (ft.)	Length (miles)
West	659,625.75	124.93	106,706.56	20.21	766,332.31	145.14
South	419,476.24	79.45	0.00	0.00	419,476.24	79.45
North	2,037,057.13	385.81	34,418.10	6.52	2,071,475.24	392.32
Total length	3,116,159.12	590.18	141,124.66	26.73	3,257,283.78	616.91



County Road Maintenance System (CRMS)
 Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan
 Updated: June 30, 2021

Enclosure (2) County Council District Road Type / Mileage Breakdown

Unpaved Roads
 Council Districts

	County Owned (Public ROW)		Prescriptive Easement		All County Unpaved	
	Length (ft.)	Length (miles)	Length (ft.)	Length (miles)	Total Length (ft.)	Length (miles)
1	51,286.38	9.71	145,169.70	27.49	196,456.08	37.21
2	31,099.60	5.89	174,235.75	33.00	205,335.36	38.89
3	2,411.42	0.46	4,264.55	0.81	6,675.97	1.26
4	914.95	0.17	0.00	0.00	914.95	0.17
5	2,356.69	0.45	1,368.29	0.26	3,724.97	0.71
6	159.65	0.03	0.00	0.00	159.65	0.03
7	42,083.71	7.97	49,235.79	9.32	91,319.51	17.30
8	3,196.41	0.61	2,598.74	0.49	5,795.14	1.10
9	10,692.15	2.03	24,998.53	4.73	35,690.68	6.76
10	43,862.04	8.31	385,527.35	73.02	429,389.38	81.32
11	61,796.63	11.70	51,580.35	9.77	113,376.98	21.47
Total Length	249,859.63	47.32	838,979.04	158.90	1,088,838.67	206.22

Paved Roads
 Council Districts

	County Owned		Municipal Owned		All County Paved	
	Length (ft.)	Length (miles)	Length (ft.)	Length (miles)	Total Length (ft.)	Length (miles)
1	530,279.87	100.43	103,036.94	19.51	633,316.80	119.95
2	361,421.86	68.45	11,786.57	2.23	373,208.42	70.68
3	134,739.48	25.52	5,566.84	1.05	140,306.32	26.57
4	23,062.20	4.37	0.00	0.00	23,062.20	4.37
5	8,756.55	1.66	0.00	0.00	8,756.55	1.66
6	14,644.41	2.77	1,215.22	0.23	15,859.63	3.00
7	467,726.35	88.58	19,519.10	3.70	487,245.46	92.28
8	485,377.31	91.93	0.00	0.00	485,377.31	91.93
9	641,163.19	121.43	0.00	0.00	641,163.19	121.43
10	161,613.88	30.61	0.00	0.00	161,613.88	30.61
11	287,374.02	54.43	0.00	0.00	287,374.02	54.43
Total Length	3,116,159.12	590.18	141,124.66	26.73	3,257,283.78	616.91



County Road Maintenance System (CRMS)
 Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan
 Updated: June 30, 2021

Enclosure (3) IGA Road Type / Small Municipality / Mileage Breakdown

County Roads Within IGA Municipalities as of June 30, 2021

Municipality	Paved Roads (miles)	Unpaved Roads (miles)	Total (miles)
Arcadia Lakes	1.57	0.00	1.57
Blythewood	10.57	3.53	14.09
Cayce	0.00	1.58	1.58
Eastover	0.94	0.42	1.36
Forest Acres	4.89	0.20	5.09
Irmo	25.76	1.70	27.45
Total (miles)	43.73	7.42	51.15

*Roads are County-maintained by either IGA, County ownership/public ROW, or prescriptive easement.

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County Road Maintenance System (CRMS)
Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan
Updated: June 30, 2021

Enclosure (4) Bridge / Type / Location

Location	Type
Old Garners Ferry Road at Mill Creek	Concrete slab on piers
White House Road at Gills Creek	Concrete slab on piers
Chinquapin Road at Stoops Creek	Open bottom culvert
Raintree Drive at ditch crossing	Open bottom culvert
Beechwood Lane at ditch crossing	Open bottom culvert

DRAFT

Department of Public Works
 County Road Maintenance System (CRMS)
 Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan
 Updated: 30-Jun-20

Enclosure (5) Rail Crossings / type / location

Road Atlas Map Grid	Name of Road	Road Type	Entity in Charge of Inspections	Type of RR Line Crossed	Own r/w on Road	Municipality	SCDOT Crossing	Comments
49B4	Lykesland Trail	Unpaved	County	Main railroad track	Yes	County	723733S	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634637U	Crossing between Rosewood Drive and Brookwood Drive
34F1	Mount Pilgrim Church Road	Unpaved	County	Main railroad track	No	County	715899B	
72B2	Gus Lane	Unpaved	County	Main railroad track	No	County	632650B	
32D3	Pine Wedge Drive	Paved	County	Main railroad track	Yes	County	715908X	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634638B	Crossing Southeast of Brookwood Drive
37B5	Mauney Drive	Paved	County	Side railroad track	Yes	County	904637R	
27D4	Garland Street	Paved	County	Side railroad track	Yes	County	634642R	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634640C	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634641J	Crossing southeast of Brookwood Drive
27D4	Rosewood Drive	Paved	County	Side railroad track	Yes	County	634636M	
27D4	Garland Street	Paved	County / Columbia	Side railroad track	Part	County and Columbia	634643X	County owns approach from west side of crossing, RR r/w is
27D4	Oakdale Drive	Paved	County	Side railroad track	Yes	County	634644E	Crossing between Rosewood Drive and Brookwood Drive
05B4	Lynn McCartha Road	Unpaved	County	Main railroad track	No	County	843360B	
05B4	Walter McCartha Road	Unpaved	County	Main railroad track	No	County	843359G	
31D4	Frank Dale Road	Unpaved	County	Main railroad track	No	County	715917W	Road is small connector between Frank Dale Road and Gunter Circle
35D4	Cadia Drive	Unpaved	County	Main railroad track	No	County	634296D	
32C2	Boomer Road	Unpaved	County	Main railroad track	No	Blythewood	715910Y	
4.90E+04	Century Oaks Lane	Unpaved	County	Main railroad track	No	County	632196S	
35A4	Fontaine Center Drive	Paved	County	Main railroad track	Yes	County	640941L	
62A2	Third Street	Unpaved	County	Main railroad track	No	County	723729C	RR Crossing is beyond County ownership, connects to Edmonds Farm Road
3.20E+06	Hobart Road	Unpaved	County	Main railroad track	Part	County	715906J	Main RR Crossing west of Wilkinson Drive
27F4	Andrews Road	Unpaved	County / Columbia	Side railroad track	No	County and Columbia	904635C	County unpaved road - RR right of way is within City of Columbia
Not on SCDOT (2011) List								
27D3	Olympia Avenue	Paved	County / Columbia	Main railroad track	Part	County and Columbia		County owns approach from west side of crossing
3.20E+06	Hobart Road	Unpaved	County	Side railroad track	Part	County		RR Crossing at side railroad line
3.20E+05	Wooten Road	Unpaved	County	Main railroad track	No	County		
45F1	Fashion Drive	Paved	County	Main railroad track	Yes	County		



Enclosure (6) Traffic / Crossing Lighted Signals

Traffic Signals

Intersection Location	RDM Maintenance Area
Fashion and Forum Dr	North
Summit Parkway at Summit Ridge	North
Summit Commons at Summit Parkway	North

School Zone Flashing Signal

School	RDM Maintenance Area
HE Corley Elementary	West
Summit Parkway Middle	North



County Road Maintenance System (CRMS)
 Fiscal Year 2022 Annual Maintenance and Improvement Comprehensive Plan
 Updated: June 30, 2021

Enclosure (7) County-Maintained Sidewalks

RDM Maintenance Area

Maintenance Area	Length (ft.)	Length (miles)
West	266,872.29	50.54
South	60,133.59	11.39
North	798,496.18	151.23
Total Length	1,125,502.06	213.16

Council District

District	Length (ft.)	Length (miles)
1	254,795.25	48.26
2	123,622.30	23.41
3	12,021.50	2.28
4	147.84	0.03
5	0.00	0.00
6	3,187.02	0.60
7	181,235.28	34.32
8	293,362.36	55.56
9	196,996.93	37.31
10	7,499.42	1.42
11	52,634.17	9.97
Total Length	1,125,502.06	213.16

*Length does not include subdivisions with sidewalks built since 2016



**RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS**

400 Powell Road
Columbia, SC 29203



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Richland County Council Request for Action

Subject:

Emergency Services – Emergency Management Division – Hazard Mitigation Plan Resolution

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council adopt a resolution to approve the “All Natural Hazards Risk Assessment and Mitigation Plan” for Richland County and the Central Midlands Region of South Carolina.



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	Emergency Management
Date Prepared:	February 7, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	February 16, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2022
Finance Review	Stacey Hamm via email	Date:	February 17, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approval of Hazard Mitigation Plan		

RECOMMENDED/REQUESTED ACTION:

Staff recommends that Council adopt a resolution to approve the “All Natural Hazards Risk Assessment and Mitigation Plan” for Richland County and the Central Midlands Region of South Carolina.

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 is no cost to approve the plan; however, because the plan is required by the Federal Emergency Management Agency (FEMA) as a condition to receive hazard mitigation grants, failure to approve the plan may cost Richland County hazard mitigation funds.

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

None.

REGULATORY COMPLIANCE:

- 10/11/2021 Public Comment Period Started
- 11/01/2021 Public Comment Period Ended
- 11/15/2021 SCEMD Received Finalized Draft Plan From FEMA
- 12/07/2021 FEMA Approved HMP Effective Until 12/06/2026.
- 02/15/2021 Resolution Presented for Adoption (Must be adopted by December 2022)

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:

Every five years, Richland County works with the four midlands counties and the Central Midlands Region of South Carolina to review, update, and approve a joint “All Natural Hazards Risk and Mitigation Plan” (Hazard Mitigation Plan). Each county must have a plan and update it every five years. Richland County must approve its plan by December, 2022. The updated plan can be accessed through the Central Midlands website.

It is important to have an up-to-date plan to address the threat natural hazards pose to people and property. Undertaking mitigation actions before a disaster reduces the potential for harm to our citizens and property, and potentially saves tax dollars. Our hazard mitigation plan is required by the Federal Emergency Management Agency (FEMA). Council is asked to accept and adopt the updated joint Central Midlands Plan (Plan) by approving the Resolution. By approving the Resolution and subsequently adopting the Central Midlands Plan, the County will be qualified to receive future Hazard Mitigation Funds, including, but not limited to, the Hazard Mitigation Grant Program (HMGP) funds. Not approving this Resolution will adversely impact current and future grants.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Alternatives:

1. Accept and adopt the updated joint Central Midlands Plan (Plan) by approving the Resolution. By approving the Resolution and subsequently adopting the Central Midlands Plan, the County will be qualified to receive future Hazard Mitigation Funds, including, but not limited to, the Hazard Mitigation Grant Program (HMGP) funds. Not approving this Resolution would adversely impact the ability of the County to pursue this type of funding in the future.
2. Do not accept and adopt the updated joint Central Midlands Plan (Plan) by approving the Resolution. There are no apparent advantages to Council approving this alternative. However, some of the disadvantages of this alternative are as follows:
 - If we do not accept the Central Midlands plan, Richland County could make changes and re-submit the current plan to FEMA. This process will take at least another six months.
 - Creating a separate Richland County plan and submitting it to FEMA for approval will require extensive work and will take up to one year to complete.
 - Resubmitting the current plan to FEMA without providing updates will result in an out-of-date plan.
3. Not submitting a plan to FEMA will increase our vulnerability to natural disaster and make the County ineligible for Hazard Mitigation funds.

ATTACHMENTS:

1. Resolution
2. Copy of the Hazard Mitigation Plan is available by using the link below. The file is too large to attach.
<http://centralmidlands.org/all-documents.html#content>

Resolution # _____ Adopting the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region of South Carolina

Whereas, Richland County recognizes the threat that natural hazards pose to people and property; and

Whereas, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

Whereas, an adopted all hazards mitigation plan is required as a condition of future grant funding of mitigation projects; and

Whereas, Richland County participated jointly in the planning process with the other units of government in the Central Midlands region of South Carolina to prepare an all hazards mitigation plan;

Whereas, Richland County is aware that revision and updating of the plan is critical for active and effective hazard mitigation and that Richland County will monitor and record hazard related data and events that can be used to update the all-natural hazards mitigation plan;

Now, therefore, be it resolved, that the Richland County Council, hereby adopts the updated plan of the All Natural Hazards Risk Assessment and Mitigation Plan for the Central Midlands Region in its entirety as an official plan until December of 2026, and will undertake annual recording of hazard events, their impact duration and cost.

Be it further resolved, that the Central Midlands Council of Governments, accepting the All Natural Hazards Risk Assessment and Mitigation Plan from the Central Midlands Regional Risk Assessment and Hazard Mitigation Committee, will submit on behalf of the participating counties and municipalities the adopted All Natural Hazards Plan to the Federal Emergency Management Agency officials for final review and approval.

Overture Walker
Chair – Richland County Council



Agenda Briefing Addendum

Prepared by:	Michael A Byrd	Title:	Director
Department:	Emergency Services	Division:	Emergency Management
Contributor:	Guillermo Espinosa	Title:	Principle Environmental Planner
Date Prepared:	March 25, 2022	Meeting Date:	March 22, 2022
Approved for Consideration:	Assistant County Administrator		
Committee:	Administration & Finance		
Agenda Item:	4a: Emergency Services – Emergency Management Division - Hazard Mitigation Plan Resolution		

COUNCIL INQUIRY #1:

Staff was asked to provide the changes from the last update.

Reply:

The information is provided by Mr. Guillermo Espinosa from Central Midlands Council of Governments (CMCOG). The changes are listed below at the end of the Executive Summary.

Executive Summary 2021 Central Midlands Hazard Mitigation Plan

Natural hazards, such as flooding, tornadoes and winter weather, threaten the Central Midlands Region of South Carolina. These natural events endanger the health and safety of residents and property, jeopardize the economic vitality of the region, and imperil environmental quality. Minimizing or neutralizing the impacts of these events before they occur is a cost-effective method of saving lives, protecting property, and fomenting economic development in areas of high-hazard risk and vulnerability.

As part of the Disaster Mitigation Act of 2000, the Federal Emergency Management Agency (FEMA) requires all counties to create and maintain a Hazard Mitigation Plan. A FEMA approved and locally adopted Hazard Mitigation Plan is a requirement to solicit federal grant funds under the Hazard Mitigation Assistance (HMA) program. Mitigation strategies listed in this Hazard Mitigation Plan are eligible for the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) grant, and the Flood Mitigation Assistance (FMA) grants.

The Central Midlands Council of Governments (CMCOG) is the designated lead agency to coordinate jurisdictions, compile information, and develop the Hazard Mitigation Plan for the Central Midlands region. In close collaboration with local stakeholders, CMCOG initiated a hazard mitigation planning process in 2004 to improve awareness, increase community resilience, and minimize vulnerabilities to natural hazards and includes new hazard and vulnerability assessments, recommendations for new strategies, as well as a status update of past hazard mitigation actions.

This Hazard Mitigation Plan is designed to be a general emergency management and planning document to aid decision makers and the general public in:

1. Describing the natural hazards that have historically had the most impact in each county
2. Assessing vulnerable populations and assets within each county
3. Assessing risk and severity of consequences within each county
4. Identifying and evaluating goals, actions and projects that reduce the impacts of identified hazards
5. Devising an action plan for prioritizing, implementing, and administering recommended mitigation actions and projects
6. Monitoring and evaluating progress of the plan recommendations
7. Understanding the process which participating organizations could use to incorporate plan recommendations into local plans and capital improvements programs
8. Ensuring continued public involvement in the ongoing mitigation planning process

Changes since the 2016 Central Midlands Hazard Mitigation Plan

- Now 0.25 sq. mi hexes that determine possible impacts at a sub-county scale (down from 1.5 sq. mi). This is used to reflect the requirement that the Plan must be jurisdiction-specific to Plan participants.
- The time period for these data generally now covers 1989 to 2018, or around 30 years of data per natural hazard.
- Countywide utilization metrics of FEMA grant opportunities by project type are a brand new inclusion to the Plan.
- Natural hazard analyses are now compiled onto a composite hazards risk map, which show areas of high natural hazard threat, social vulnerability, and severity of consequences to life and property.
- The critical infrastructure analysis is now reframed through the FEMA Community Lifelines concept
- Emergency management tools, capabilities, FEMA Community Lifelines, and mitigation strategies which can be used to apply for FEMA funding were updated to reflect the local information priorities of plan participants.

COUNCIL INQUIRY#2:

Staff was asked to provide a list of the other participating governments.

Reply:

The information is provided by Mr. Guillermo Espinosa from Central Midlands Council of Governments (CMCOG).

- Richland County
 - City of Columbia
 - City of Forest Acres
 - Town of Arcadia Lakes
 - Town of Eastover
 - Town of Blythewood

The Town of Irmo participated in the Lexington County survey.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

None

Richland County Council Request for Action

Subject:

Emergency Services – Fire Division - Notification of Fire Intergovernmental Agreement
Expiration in 2023

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council
receive the attached as information.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	Fire
Date Prepared:	January 30, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 16, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2022
Finance Review	Stacey Hamm via email	Date:	February 17, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Notification of Fire Intergovernmental Agreement Expiration in 2023		

RECOMMENDED/REQUESTED ACTION:

The purpose of this report is to inform Council the Intergovernmental Agreement (IGA) with the City of Columbia (City) for fire service expires in January, 2023.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County Fire Service is funded by the Fire Millage collected by Richland County. The money collected within the City of Columbia (City) is given directly to the City and is not used to fund any portion of the IGA. The majority of the County's fire budget supports the Fire IGA. The remaining portion funds the services provided by Richland County: fire marshals, code enforcement, emergency planning, cause & origin (arson), and other services provided to support the IGA such as communications and major equipment purchases. The current amount budgeted for the IGA in budget year 2021 – 2022 is \$21,762,269.

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

None.

REGULATORY COMPLIANCE:

Not 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:

Background

As part of the services provided by the Emergency Services Department, Richland County and the City of Columbia have had an intergovernmental agreement (IGA) for fire suppression. The current IGA for fire service expires in January, 2023. This service supports Strategic Plan Goal 3 - Fiscal Responsibility (3.3); Goal 4 - Community Enhancement (4.2); Goal 7 - Operational Excellence (7.3, 7.7). Because of the improvements Richland County has made over the years to stations, equipment, and personnel, we currently have a Public Protection Classification (PPC) of two (2). This is an excellent rating for a rural fire service. The objective of the alternatives listed is to maintain or improve the current PPC of two (2).

The chronology/previous actions of the IGA:

1990	Richland County expanded the rural fire suppression service and partnered with Columbia. A separate fire district was created to fund fire service. The county buildout of stations is designed to “stand alone” if the County or Columbia decided to separate.
1995	Numerous extensions of the IGA began in 1995.
December 05, 2017	Current IGA created by the County Administrator and agreed to by Columbia.
March 05, 2018	IGA signed by County Administrator

Alternatives

1. Renew the existing IGA.
2. Draft a new IGA
3. Begin the process of implementing a separate County fire service.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Copy of current IGA

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF RICHLAND) **RICHLAND COUNTY/CITY OF COLUMBIA
 INTERGOVERNMENTAL FIRE AGREEMENT**

This Agreement is entered into by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department (the "Fire Department") within the City of Columbia limits; and,

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and,

WHEREAS, the City of Columbia and Richland County executed an Intergovernmental Fire Agreement dated July 1, 2012, which expired June 30, 2017; and,

WHEREAS, the City of Columbia is providing the County with a service to organize, manage, maintain and operate a seamless firefighting system in the Richland County Service Area. The City will agree to continue this long-lasting partnership of leveraging resources and shared responsibility in order to maintain the highest level of public safety to the citizens of Richland County through a consolidated seamless fire service system for the protection of life, property and the environment; and,

WHEREAS, the services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined herein and delegated to the City of Columbia; and,

WHEREAS, the City and the County will fund, support, and/or initiate actions to maintain or improve, the current Insurance Services Office Public Protection Classification rating within their respective areas through budgetary appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

The purpose of this Agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate authority to the City of Columbia to establish, develop, administer, manage, operate and maintain a system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Richland County will provide all other services not specified in this Agreement. Richland County shall continue to provide these services at its sole cost and expense. For the avoidance of doubt, the City of Columbia shall be fully compensated for the level of fire services provided for by this Agreement.

The City of Columbia operates an established all-hazards fire department and has an appointed Fire Chief who serves as the highest ranking fire official in Columbia, and will include the Richland County Service Area as defined by this Agreement. He shall have administrative and operational authority over department functions, including but not limited to the administration of all approved funding as detailed in the County Fire Budget. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Service Area will be brought to the City Manager by the County Administrator for resolution.

1. DEFINITIONS:

- a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- b. "Automatic Vehicle Location System" or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- c. "Columbia-Richland Fire Department Oversight Committee" or "CRFDOC" refers to the committee jointly established by the City of Columbia and Richland County councils.
- d. "Computer Aided Dispatch" system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
- e. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- f. "County Fire Service Area" or "Fire Service Area" or "FSA" refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
- g. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.
- h. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this Agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- i. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
- j. "Contract Administrator" or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this Agreement through the Columbia-Richland Fire Department Oversight Committee.
- k. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
- l. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with County funds, carried on County-owned vehicles, and/or located in County-owned stations or offices.
- m. "Fire Advisory Committee" or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this Agreement.
- n. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
- o. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.

p. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.

q. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.

r. "National Fire Protection Association" or "NFPA" refers to the association which sets codes and consensus standards for the fire service.

s. "Occupational Safety and Health Administration" or "OSHA" refers to the organization which regulates all worker safety.

t. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this Agreement. Agreement, to be used in the provision of approved services, as outlined and funded by Richland County.

u. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this Agreement.

v. "Overtime" or "OT" refers to the time a worker who is funded through this Agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee's position.

w. "Public Protection Classification" or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.

x. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this Agreement, to distribute funds required to administer this Agreement.

y. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.

z. "Support Personnel" refers to the employees and costs associated with staff that are necessary to carry out the management and administrative functions of this Agreement.

2. ORGANIZATION:

a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who represents primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.

b. The purpose of the FAC is to provide advisory recommendations into the department's policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.

c. Fire Chief. If applicable, during the term of this Agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide

information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

d. A Columbia-Richland Fire Department Oversight Committee will be jointly established by the City and Columbia and the Richland County councils to ensure that the interests of city and County residents are considered, related to the planning and provision of fire suppression services within both jurisdictions. The City Manager and the County Administrator will present their respective councils the proposed CRFDOC's charge and membership for approval within 90 days of the execution of this Agreement.

3. OPERATIONAL IMPLEMENTATION:

a. All incident operational responsibilities outlined under this Agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. It is agreed that all Richland County fire assets authorized by this Agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.

c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this Agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Fire Service Area and the automatic aid Agreements have been approved by Richland County.

e. Any and all Agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated with the Fire Chief and by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

4. CITY OF COLUMBIA:

a. Tactical operations will be administered using Standard Operating Procedures, Standard operating Guidelines, policies and procedures as approved by the Fire Chief.

b. A training and deployment plan for the water shuttle operations program will be maintained and exercised bi-monthly to improve training and implementation of the water shuttle system.

c. The Columbia Fire Chief will prepare a fire services Agreement report to be presented to Richland County. A reporting system will be agreed upon during the first 90 days of this Agreement that will include the electronic inventory reporting and staffing software interfaces. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.

d. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.

e. The City of Columbia will conduct an audit of this Agreement every two years. A copy of the results shall be provided to Richland County and the CRFDOC. The audit will be performed by a third party.

f. The City of Columbia will inspect the rural water supply infrastructure on a regular basis and provide a report to the County and the CRFDOC, which will include recommendations for maintenance and/or improvements.

g. Upon execution of this Agreement and within the first 90 days, the Columbia Fire Chief, along with staff from the County's Emergency Service Department, shall evaluate the format and the information that will be included in a monthly report that will be presented to Richland County and the CRFDOC.

h. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.

i. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

j. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

5. RICHLAND COUNTY:

a. Richland County retains the right to monitor this Agreement and report findings to the CRFDOC. The CRFDOC and Richland County shall have access to any records pertaining to the administration of this Agreement and all data collected by Columbia in its implementation of this Agreement.

b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this Agreement to ensure compliance, however, a draft copy of the results shall be provided to both the County and the City.

c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County, with limits of liability as established by South Carolina law for governmental entities, at the County's sole cost and expense.

d. Richland County will determine where new or relocated stations will be constructed in the Service Area with the approval of the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this Agreement.

e. The County will maintain and/or improve the rural water supply infrastructure to include, but not be limited to the dry hydrant system according to the report referenced in Section 4.g of this Agreement.

f. Any pressurized water supply system will be reviewed by the Fire Chief prior to installation to ensure interoperability with existing systems and to maintain continuity with current operational methodology.

g. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.

h. Effective January 1, 2018, the County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The County will adjust the City's allocation under this Agreement accordingly. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

6. PERSONNEL:

a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.

b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.

c. Under the terms of this Agreement, the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term of this Agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process.

d. The City will submit, through the County's biennial budget process, the personnel and operating costs for the provision of fire services response in the County Fire Service Area.

e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia-Richland Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded as outlined in Appendix A of this Agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets, with each party being charged its proportionate share of such personnel cost, including salaries plus benefits.

f. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.2. The career fire shift staffing personnel cost will be appropriately charged to each station budget by general ledger code. The Fire Department will maintain a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.

g. The Fire Department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices, which meet South Carolina-

Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as necessary while accomplishing the overall mission of the department.

n. With the exception of volunteer firefighters, personnel authorized and funded by Richland County under this Agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia.

i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.

j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e., if County-funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using the TeleStaff software or any other appropriate software, which shall be immediately available to the County's CA and/or the CRFDOC upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.i., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

k. The Fire Chief will establish a program for volunteer recruitment, retention, promotion, credentialing, and career development, which program will be managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

7. VOLUNTEER FIREFIGHTERS:

a. Under the terms of this Agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County's Emergency Services Department Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

b. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation claims will be paid by the County for any City employee under this Agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this Agreement:

i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice:

ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any County claimant, nor may it attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).

iii. Any City employee shall make all claims for injury of any kind to the City.

c. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers will be issued an "Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately emergency vehicle. Richland County will accept all liability resulting from damages incurred from emergency response with privately owned "Authorized Emergency Vehicles."

d. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal.

e. All fire fighters authorized under this Agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards, including but not limited to professional proficiency, physical fitness and training hours, as set by the Fire Chief. All volunteer firefighters will be encouraged to participate in riding on all fire units, career and volunteer, in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and the cohesiveness of firefighting personnel on the fire ground during emergencies.

8. FIRE FIGHTER TRAINING

a. Training will be provided equally to career and volunteer fire fighters and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

b. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next twelve (12) months, starting in July of each year. All published classes will be conducted regardless of limited volunteer fire fighter attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend, the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

c. Volunteer training class locations will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

d. There shall be a combination of career and volunteer designated instructors for all fire fighters and will be coordinated through the Fire Department Training Bureau.

e. Richland County and the City of Columbia during the term of this Agreement agree to endeavor to provide through proposed budget process funding to train and provide, as staffing allows, one (1) on-duty Emergency Medical Technician (EMT) for each engine company with four (4) personnel assigned within the Columbia Fire Department and Richland County (Service Area) as funding permits.

9. PUBLIC PROTECTION CLASSIFICATION

a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this Agreement.

b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

10. FIRE STATIONS:

a. The County will be responsible for all existing County-owned and operated fire stations and will conduct routine maintenance and capital improvements as required in order to meet applicable codes and regulations for workplace environments. Richland County shall procure and maintain at all times property insurance for all County-owned fire stations at its sole cost and expense.

b. The City will be responsible for all existing City-owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall procure and maintain at all times property insurance for all City-owned fire stations at its sole cost and expense.

c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.

d. Additional fire stations may be constructed during the term of this Agreement. The Fire Chief will submit new County fire station and capital improvement recommendations to Richland County for consideration. The Fire Chief may establish a committee to assist in developing those recommendations; provided, however, Richland County will have the final decision as to where new or relocated stations will be constructed in the Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

e. The City shall design, fund and build expansion stations in accordance with the City's strategic and capital improvement plans.

f. At the time of executing this Agreement Richland County shall provide to the City a capital improvement plan for fire station facilities maintenance, repairs, and renovations.

11. EQUIPMENT:

a. For the entire term of the Agreement, the Fire Department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City-owned assets.

b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. The Fire Chief will ensure all inventories are reconciled and maintained throughout the duration of this Agreement. The Fire Chief will send a copy of the year-end inventory to the County and the CRFDOC each year prior to July 1st. Upon notification to the Fire Chief, the County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the County will so notify the City and the City will provide a plan to rectify the condition(s) immediately.

c. The City shall maintain electronic records of equipment and supplies that are distributed, including information such as the location of the assigned equipment and the owner entity of such equipment. The list shall be available to the County immediately upon demand and shall automatically be provided to the County no less than monthly. All equipment and supplies shall be signed for, charged to the appropriate station account, and approved by the Logistics officer.

d. Upon executing this Agreement, the County shall provide written plans to the Fire Chief for a five (5)-year capital replacement plan for existing and new rolling stock for apparatus and equipment

e. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this Agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia - Richland."

g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, fire fighters who are funded by Richland County, and for use in alerting of volunteer fire fighters assigned to Richland County stations.

h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.

i. Richland County will fund and support in an equitable manner, a cloud-based, interactive dispatching application that is accessible by all fire fighters in the field.

j. The Fire Chief will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased will be compatible with the City's equipment, operational methodology and meet or exceed the latest (NFPA) National Fire Protection Association standards, applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County apparatus (fire truck) specifications that will be used for purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

k. The County will adequately fund and replace County apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out-of-service for maintenance.

l. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the Agreement. In exercising that discretion, as a general rule, the Fire Chief will place equipment funded by the City in City-owned stations and equipment funded by the County in County-owned stations; however, the Fire Chief may exercise his discretion when necessary to place any equipment or apparatus, regardless of ownership, at any station.

m. If either party (City or County) are required to place its reserve apparatus or vehicles in use as a primary apparatus or vehicle to supplement the other's fleet, a charge to the appropriate party's budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.

n. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

12. FINANCIAL/ACCOUNTABILITY:

a. On a biennial basis, prior to December 15th of each even year, the City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.

b. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the entire biennium budget fiscal years.

c. All budgeted, routine supplies and equipment purchases made in accordance with this Agreement or identified in the biennial budget appropriations must be made pursuant to the City of Columbia or Richland County's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County-owned.

d. The City of Columbia shall collect a fee, in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by the County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this Agreement are to be remitted to the County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

e. Except in the event of catastrophic events that were not anticipated in the fiscal year budget, such as natural disasters, mass casualty events, and other unforeseen circumstances, in no event will the City be entitled to additional payments for services provided hereunder that are greater than expected, nor will the County be entitled to a refund for payments made hereunder if the City provides services to satisfy the requirements of this Agreement but are less than expected hereunder.

f. During the term of this Agreement, the City will conduct an indirect cost analysis for services provided through its other departments in support of this Agreement. These costs shall include but not be limited to: human resources, payroll, legal, finance, procurement, fleet services, information technology, risk management, etc. and will be included in subsequent biennial budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.

g. Richland County under the terms of this Agreement will fund one County staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this Agreement.

13. TERMS:

- a. This Agreement shall be effective as of January 1, 2018.
- b. The term of this Agreement shall be for a period not to exceed five (5) years with both parties reserving the option to explore, during that period of time, alternatives for the provision of fire services in the unincorporated areas of Richland County.
- c. Either party may terminate this Agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).
- d. Upon termination of this Agreement, all equipment which has been purchased with County funds and owned by the County—including vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with County funds, carried on County-owned vehicles, and/or located in County-owned stations or offices or city-owned stations or offices—will be returned to Richland County and remain under the County's responsibility.

14. INCORPORATION AND MERGER:

- a. This document contains the entire Agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

15. MISCELLANEOUS:

- a. **BREACH:** In the event either party shall fail to comply with this Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.
- b. **WAIVER:** The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
- c. **NOTICE:** Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or and addressed to:

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

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

Richland County
County Administrator
2020 Hampton Street
Post Office Box 192
Columbia, SC 29202

- e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

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

g. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another party to this Agreement corresponding to the unenforceable provision.

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

i. NON-FUNDING APPROPRIATIONS: Notwithstanding anything in this Agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.

j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, as of the day and year of the last signature written herienbelow.

WITNESSES:

[Signature]
[Signature]

[Signature]

Gerald Seals, County Administrator
On behalf of RICHLAND COUNTY

Date: 3/5/18

WITNESSES:

[Signature]
[Signature]

[Signature]

Teresa B. Wilson, City Manager
On behalf of CITY OF COLUMBIA

Date: 12/5/2017

Richland County Attorney's Office 3/1/18
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

APPROVED AS TO FORM
[Signature] 1/30/17
Department City of Columbia, SC

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD)

#	POSITION	#	POSITION
1	Fire chief	1	Fire Health & Safety Coordinator
3	Assistant Chief(s)	1	Fire Volunteer Coordinator
1	Fire Administrative Officer	1	Administrative Specialist
3	Division Chief(s) (Suppression)	1	Administrative Coordinator
1	Hazmat Rescue Coordinator	1	Fire Analysis Specialist
1	Fire Staffing Officer	1	Fire Public Education Officer
1	Public Information Officer	1	Fire Recruiting Officer
1	Chief of Training	2	Lead Administrative Assistant(s)
5	Fire Training Officer(s)	1	Fire Logistics Officer
1	Senior Training Coordinator	1	Fire Support Technician
1	Executive Assistant	1	Fire SCBA Technician
		1	Materials Control Clerk
	Total	32a	

FIRE SHIFT PERSONNEL (OVERHEAD)

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate budget as listed in Appendix B.1 & B.2.

#	PERSONNEL
15	Battalion Chief(s)

^a 32 support overhead personnel positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits, listed within each party's respective administrative budgets.

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD) VEHICLES^b

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	2	Assistant Chief(s)
1	Assistant Chief	1	Hazmat Rescue Coordinator
1	Fire Administrative Coordinator	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Training Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Fire Health & Safety Officer	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer		
2	Battalion Chief(s) (Suppression)		
3	Staff Vehicles (Reserve Spares)		
16		16	

^b The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

APPENDIX B B.1

PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1 Relief Personnelg	2d	6	0
	Career			33	
14 – Dentsville	Career	Engine 14	4	12	0
		Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	
		Brush Truck 20	0	0	

c Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the Fire Department staffing ratio (factor).

d Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland County and the City of Columbia.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
		Rescue 2e	3	9	
21 – Springhill	Satellite	Engine 21 Tanker 21 Brush Truck 21	0 0 0	0 0 0	10
22 – Lower Richland	Career	Engine 22f Tanker 22 Brush Truck 22 Battalion 4	4 0 0 1	12 0 0 3	0
23 – Hopkins	Combination	Engine 23 Tanker 23 Brush Truck 23 Rescue 5e	1 0 0 3	3 0 0 9	20
24 – Sandhill	Career	Engine 24 Brush Truck 24 Battalion 3	4 0 1	12 0 3	0
25 – Bear Creek	Combination	Engine 25 Tanker 25 Brush Truck 25	1 1 0	3 3 0	20
26 – Blythewood	Combination	Engine 26 Tanker 26 Brush Truck 26	1 1 0	3 3 0	20
27 – Killian	Combination	Engine 27 Tanker 27 Brush Truck 27 Rescue 3e	1 0 0 3	3 0 0 9	20
28 – Eastover	Combination	Engine 28 Tanker 28 Brush Truck 28	1 1 0	3 3 0	20
29 – Congaree Run	Combination	Engine 29 Tanker 29 Brush Truck 29 Rescue 4e	1 0 0 3	3 0 0 9	20

e During the term of this Agreement the fourth (4th) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

f The three (3) additional career personnel assigned to Engine 22 is currently funded under a two (2) year SAFER Grant.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
30 – Capital View	Combination	Engine 30	1	3	20
		Tanker 30	1	3	
		Brush Truck 30	0	0	
31 – Leesburg	Career	Engine 31	4	12	0
		Tanker 31	0	0	
		Brush Truck 31	0	0	
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
TOTAL			66	231	240

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

**APPENDIX B
B.2**

PERSONNEL

City – (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/HazMat 1	2h	6
		Rescue 1	4	12
		Rehab 1	1	3
		Relief Personnelg		34
2 – Ferguson	Career	Engine 2	4	12
		Battalion 1	1	3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6	4	12
		Battalion 2	1	3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8	4	12
		Ladder 8	4	12
9 – Shandon	Career	Engine 9	4	12
		Ladder 9	4	12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12	4	12
		Battalion 5	1	3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			62	220

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

g Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the Fire Department staffing ratio (factor).
h Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland County and the City of Columbia.

Richland County Council Request for Action

Subject:

Administrator's Office - Federal Certifying Officer and Environmental Officer

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached resolution designating a Certifying Officer and an Environmental Officer for Richland County, in compliance with the various federal rules and regulations.



Agenda Briefing

Prepared by:	Aric Jensen	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	February 28, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 2, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 2, 2022
Finance Review	Stacey Hamm via email	Date:	March 1, 2022
Approved for consideration:	Assistant County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Federal Certifying Officer and Environmental Officer		

RECOMMENDED/REQUESTED ACTION:

Approve the attached resolution designating a Certifying Officer and an Environmental Officer for Richland County, in compliance with the various federal rules and regulations.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no general fund expenditures associated with this action. Any 3rd party costs that may be occurred would be funded by grant administration monies.

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

None.

REGULATORY COMPLIANCE:

24 CFR Part 58, §570.604 and 40 CFR Part 1500-1508

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 Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency (FEMA), and other federal entities frequently require environmental reviews as part of their financial assistance. In order to comply with established federal rules and regulations, the County Council must appoint a “Certifying Officer” and designate an “Environmental Officer” by resolution. Failure to comply will result in the loss of future funding, and may necessitate the repayment of previously expended federal funds.

The Certifying Officer must be the “chief elected official, chief executive official, or other official designated by formal resolution of the governing body.” Staff is recommending that this person be the County Administrator or his designated Assistant County Administrator. The reasoning is that environmental reviews are often highly technical and time sensitive, and it is in the best interest of the County and the Council that the Certifying Officer be experienced and knowledgeable on this topic and the specifics of each project.

The Environmental Officer can be any qualified individual, and typically is an environmental engineer or environmental planner. As this is a specialized field, the County currently does not have anyone on staff with the necessary training and experience; however, it does have existing contracts with 3rd party engineering firms that can provide this service. Looking forward, existing County staff are being trained with the intention of bringing this function in-house as soon as possible.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Note: Following Committee consideration, the Department of Housing and Urban Development (HUD) made non-substantive changes to the proposed resolution that clarify the delegation of authority must be in writing.

ATTACHMENTS:

1. US Department of Housing and Urban Development. (2017, September). Chapter 15: Environmental Review - HUD Exchange. Basically CDBG for Entitlements. Retrieved March 2, 2022, from <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-15-Environmental-Review.pdf>
2. Resolution

CHAPTER 15: ENVIRONMENTAL REVIEW

CHAPTER PURPOSE & CONTENTS

This chapter provides grantees with general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

SECTION	TOPIC
15.1	Overview of Environmental Requirements

15.1 Overview of the Environmental Requirements

15.1.1 Background and Applicable Regulations

The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project.

Grantees who receive CDBG funds are considered responsible entities and must complete an environmental review of all project activities prior to obligating CDBG funds. This requirement also applies to projects funded with CDBG generated program income.

The HUD rules and regulations that govern the environmental review process can be found at 24 CFR Part 58.

The provisions of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) regulations in 40 CFR Parts 1500 through 1508 also apply. In addition, a myriad of other Federal and state laws and regulations (some of which are enforced by State agencies) also apply depending upon the type of project and the level of review required.

The following is a summary of applicable statutory and regulatory cites and other reference materials available from HUD:

Key Topics in This Section: Applicable environmental rules, Legal responsibilities, Triggering actions, Classifying the activity

Regulatory/Statutory Citations: 24 CFR Part 58, §570.604, 40 CFR Part 1500-1508

Other Reference Materials on This Topic HUD's Office of Environment and Energy:

<http://www.hud.gov/offices/cpd/environment/> , HUD's Environmental Review Requirements:

<http://www.hud.gov/offices/cpd/environment/review/> HUD's Frequently Asked Environmental

Questions and Answers: <http://www.hud.gov/offices/cpd/environment/library/>, CPD Notice 02-07

15.1.2 The Responsible Entity & Official Designations

Under 24 CFR Part 58, the term “responsible entity” (RE) means the grantee receiving CDBG assistance. The responsible entity must complete the environmental review process. The RE is responsible for ensuring compliance with NEPA and the Federal laws and authorities has been achieved, for issuing the public notification, for submitting the request for release of funds and certification, when required, and for ensuring the Environmental Review Record (ERR) is complete.

In order to fulfill its obligations under 24 CFR Part 58, the RE should designate two responsible parties:

Certifying Officer: The responsible entity must designate a Certifying Officer -- the “responsible Federal official” -- to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities cited at section 58.5 has been achieved. This person is the chief elected official, chief executive official, or other official designated by formal resolution of the governing body. The certifying officer must have the authority to assume legal responsibility for certifying that all environmental requirements have been followed. This function may not be assumed by administering agencies or consultants.

Environmental Officer: The funding recipient should also designate an Environmental Officer. The Environmental Officer is responsible for conducting the environmental review including such tasks as: writing the project narrative, obtaining maps of the project area, soliciting comments from appropriate local, state and federal agencies, and facilitating responses to comments received on the environmental findings.

15.1.3 Environmental Review Record

Each responsible entity must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.

The ERR shall contain all the environmental review documents, public notices (and proof of their publication), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project. The document shall:

- Describe the project and each of the activities comprising the project, regardless of individual activity funding source; and

- Evaluate the effects of the project or the activities on the human environment;

- Document compliance with applicable statutes and authorities; and

- Record the written determinations and other review findings required by 24 CFR Part 58.

The ERR will vary in length and content depending upon the level of review required for the categories of activities.

Public comments, concerns and appropriate resolution by the recipient are extremely important and must be fully documented in the ERR.

15.1.4 Actions Triggering Environmental Review and Limitations Pending Clearance

According to the NEPA (40 CFR 1500-1508) and Part 58, the responsible entity is required to ensure that environmental information is available before decisions are made and before actions are taken. In order to achieve this objective, Part 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed and, if required, the grantee receives a release of funds.

Grantees may not spend either public or private funds (CDBG, other Federal or non-Federal funds), or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until environmental clearance has been achieved.

Grantees must avoid any and all actions that would preclude the selection of alternative choices before a final decision is made – that decision being based upon an understanding of the environmental consequences and actions that can protect, restore and enhance the human environment (i.e., the natural, physical, social and economic environment).

Activities that have physical impacts or which limit the choice of alternatives cannot be undertaken, even with the grantee or other project participant's own funds, prior to obtaining environmental clearance.

For the purposes of the environmental review process, "commitment of funds" includes:

Execution of a legally binding agreement (such as a property purchase or construction contract);

Expenditure of CDBG funds;

Use of non-CDBG funds on actions that would have an adverse impact--- e.g., demolition, dredging, filling, excavating; and

Use of non-CDBG funds on actions that would be "choice limiting"--- e.g., acquisition of real property; leasing property; rehabilitation, demolition, construction of buildings or structures; relocating buildings or structures, conversion of land or buildings/structures.

It is acceptable for grantees to execute non-legally binding agreements prior to completion of the environmental review process. A non-legally binding agreement contains stipulations that ensure the project participant does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed.

15.1.5 Classifying the Activity and Conducting the Appropriate Level of Review

To begin the environmental review process, funding recipients must first determine the environmental classification of the project. The term "project" can be defined as an activity or group of activities geographically, functionally, or integrally related, regardless of funding source, to be undertaken by the CDBG recipient, subrecipient, or a public or private entity in whole or in part to accomplish a specific objective.

Chapter 15: Environmental Review

If various project activities have different classifications, the recipient must follow the review steps required for the most stringent classification.

The four environmental classifications are:

- Exempt Activities,
- Categorically Excluded Activities,
- Activities Requiring an Environment Assessment, or
- Activities Requiring an Environmental Impact Statement.

Regardless of the number of activities associated with a project, a single environmental review is required. Aggregating related activities ensures the recipient adequately addresses and analyzes the separate and combined impacts of a proposed project.

15.1.6 Exempt Activities

Certain activities are by their nature highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review.

Listed below are examples which may be exempt from environmental review. For complete details refer to the environmental regulations.

- Environmental and other studies;
- Information and financial services;
- Administrative and management activities;
- Engineering and design costs;
- Interim assistance (emergency) activities if the assisted activities do not alter environmental conditions and are for temporary or permanent improvements limited to protection, repair or restoration actions necessary only to control or arrest the effects of disasters or imminent threats to public safety or those resulting from physical deterioration;
- Public service activities that will not have a physical impact or result in any physical changes;
- Inspections and testing of properties for hazards or defects;
- Purchase of tools or insurance;
- Technical assistance or training;
- Payment of principal and interest on loans made or guaranteed by HUD; and
- Any of the categorically excluded activities subject to Part 58.5 (as listed in 58.35(a)) provided there are no circumstances which require compliance with any other Federal laws and authorities listed at Part 58.5 of the regulations. Refer to the section below on categorically excluded activities subject to Part 58.5.

If a project is determined to be exempt the responsible entity is required to document in writing that the project is exempt and meets the conditions for exemption as spelled out in § 58.34.

Chapter 15: Environmental Review

In addition to making a written determination of exemption, the RE must also determine whether any of the requirements of 24 CFR Part § 58.6 are applicable and address as appropriate.

The requirements at 24 CFR § 58.6 include the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

15.1.7 Categorically Excluded Activities

Categorically Excluded Activities not Subject to 58.5

The following activities, listed at 24 CFR Part 58.35(b), have been determined to be categorically excluded from NEPA requirements and are not subject to Section 58.5 compliance determinations.

Tenant based rental assistance;

Supportive services including but not limited to health care, housing services, permanent housing placement, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local State and Federal government services and services;

Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs;

Economic development activities including but not limited to equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;

Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction such as closing costs, down payment assistance, interest buy downs and similar activities that result in the transfer of title to a property; and

Affordable housing predevelopment costs with NO physical impact such as legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

To complete environmental requirements for Categorically Excluded projects not Subject to 24 CFR Part § 58.5, the responsible entity must take the following steps:

Make a finding of Categorical Exclusion not Subject to § 58.5 and put in the ERR.

The ERR must contain a written determination of the RE's finding that a given activity or program is categorically excluded not subject to § 58.5. When these kinds of activities are undertaken, the RE does not have to issue a public notice or submit a request for release of funds (RROF) to HUD.

In order to document the finding of categorical exclusion not subject to §58.5. The RE must cite the applicable subsection of § 58.35(b), identify and describe the specific activity or activities, and provide information about the estimated amount of CDBG or other funds to be used.

Carry out any applicable requirements of 24 CFR Part § 58.6 and document the ERR as appropriate.

Chapter 15: Environmental Review

The RE must determine whether the activity triggers any of the other requirements at 24 CFR 58.6, which are: the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

Categorically Excluded Activities Subject to 58.5

The list of categorically excluded activities is found at 24 CFR Part 58.35. While the activities listed in 58.35(a) are categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities and Executive Orders listed in 58.5.

The following are categorically excluded activities subject to 58.5:

Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size, or capacity of more than 20 percent.

Special projects directed toward the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and disabled persons.

Rehabilitation of buildings and improvements when the following conditions are met:

For residential properties with one to four units:

The density is not increased beyond four units;

The land use is not changed; and

If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.

For multi-family residential buildings (with more than four units):

Unit density is not changed more than 20 percent;

The project does not involve changes in land use from residential to non-residential; and

The estimated cost of rehabilitation is less than 75 percent of the total estimated replacement cost after rehabilitation.

For non-residential structures including commercial, industrial and public buildings:

The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and

The activity does not involve a change in land use, e.g. from commercial to industrial, from non-residential to residential, or from one industrial use to another.

An individual action on up to four-family dwelling where there is a maximum of four units on any one site. "*Individual action*" refers to new construction, development, demolition, acquisition, disposition or refinancing (does not include rehabilitation which is covered previously). The units can be four one-unit buildings or one four-unit building or any combination in between;

Chapter 15: Environmental Review

An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site;

Acquisition (including leasing) or disposition of or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

Combinations of the above activities.

The ERR must contain a written determination of the RE's finding that a given activity or program is categorically excluded subject to § 58.5. This determination should:

Include a description of the project (including all the related activities, even though HOME funds may not be used for all of them);

Cite the applicable subsection of § 58.35(a);

Provide the total estimated project cost; and

Provide written documentation as to whether or not there were any circumstances which required compliance with any of the Federal laws and authorities cited in §58.5.

The RE must use the HUD recommended Statutory Checklist, or an equivalent format, to document its environmental findings. (Contact the HUD Environmental Representative for a copy of the most current version of the checklist and instructions for its completion.)

The RE's documentation must support its determinations related to compliance with the Federal laws and authorities cited in §58.5, including correspondence with the applicable agencies having jurisdiction over the various areas on the checklist.

Upon completion of the checklist, the RE will make one of three environmental findings:

The project converts to exempt [§ 58.34(a)(12)];

The project invokes compliance with one or more of the laws and/or authorities and, therefore, requires public notification and approval from HUD; or

The unusual circumstances of the project may result in a significant environmental impact and, therefore, compliance with NEPA is required.

If upon completing the Statutory Checklist, the RE determines compliance is required for one or more of the Federal laws and authorities listed in § 58.5, then the RE must publish or post a public notification known as the Notice of Intent to Request Release of Funds (NOI/RROF).

After the seven-day comment period has elapsed, the responsible entity must prepare the Request for Release of Funds (RROF) and Environmental Certification. The Environmental Certification certifies that the RE is in compliance with all the environmental review requirements. The RROF and Certification must be signed by the Certifying Officer and submitted to HUD. The RE must receive the release of funds from HUD before proceeding forward with the project.

15.1.8 Activities Requiring an Environmental Assessment

Activities which are neither exempt nor categorically excluded (under either category) will require an environmental assessment (EA) documenting compliance with NEPA, HUD and with the environmental requirements of other applicable Federal laws.

Chapter 15: Environmental Review

The responsible entity must take the following steps to complete environmental requirements for projects requiring an environmental assessment:

Complete the Modified Format II: Environmental Assessment form completely. The responsible entity must ensure that reliable documentation sources are cited for every item on this assessment checklist. The grantee's HUD Environmental Representative can provide detailed guidance on the Modified Format II, including appropriate documentation for each area of the checklists.

Once the Format II has been completed, including consultation with applicable agencies and persons, the grantee must make a determination as to whether the project will or will not have a significant impact on the environment. This can be done once the review has been completed and any comments have been addressed appropriately. The Responsible Entity must select one of the following two findings/determinations:

The project is not an action that significantly affects the quality of the human environment and, therefore, does not require the preparation of an environmental impact statement; or

The project is an action that significantly affects the quality of the human environment and, therefore, requires the preparation of an environmental impact statement. Both the finding and the environmental assessment must be signed by your environmental certifying officer and included in the ERR.

In most instances, the environmental assessment will result in a finding that the project is not an action that significantly affects the quality of the environment and, therefore, does not require an environmental impact statement. If this is the case, the responsible entity must complete the following:

Publish and distribute a public notice called a Combined/Concurrent Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF).

The RROF and Environmental Certification must be submitted to HUD no sooner than 16 days after publishing the combined/concurrent notice. The Certification must be signed by the Certifying Officer of the jurisdiction.

HUD must hold the Release of Funds for a 15-day period to allow for public comment. If no comments are received during this time, HUD will send back a signed Release of Funds and the project may proceed.

If the environmental assessment will result in a finding that the project will significantly affect the environment and, therefore, requires an environmental impact statement, the grantee should contact its HUD Environmental Representative for guidance.

15.1.9 Environmental Impact Statement

An Environmental Impact Statement (EIS) details the recipient's final analyses and conclusions, according to NEPA, related to potential significant environmental impact of the project. Recipients must follow prescribed steps in the course of preparation, filing and review of an Environmental Impact Statement (See 24 CFR 58, Subpart G, and 40 CFR 1500-1508).

An EIS may be required when:

Chapter 15: Environmental Review

The project is so large that it triggers density thresholds, and common sense suggests it may have a substantial environmental impact.

A Finding of Significant Impact (FOSI) is found as a result of completing an environmental assessment for the project.

Preparation of an EIS is mandatory if the project meets any of these requirements below:

Any project to provide a site or sites for hospitals and nursing homes with a total of at least 2,500 beds.

Any project to remove, destroy, convert or substantially rehabilitate at least 2,500 existing housing units.

Any project to construct, install or provide sites for at least 2,500 housing units.

Any project to provide water and sewer capacity for at least 2,500 housing units.

Any project that exceeds the 2,500-unit threshold for nonresidential housing construction.

EISs are very rare under the CDBG program. Contact your HUD Environmental Officer if there is any indication an EIS may be necessary.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

A RESOLUTION Appointing the County Administrator or his/her designees as the Richland County Certifying Officer and the Richland County Environmental Officer

WHEREAS, Richland County is a HUD (Dept of Housing and Urban Development) entitlement community and receives an annual allocation of Federal program funding;

WHEREAS, Richland County periodically receives and/or administers the distribution of other federal, state, and local grant funding;

WHEREAS, HUD and many other federal, state, and local agencies require an environmental review and/or certification;

WHEREAS, Federal regulations 24 CFR Part 58, §570.604 and 40 CFR Part 1500-1508 require that Richland County Council formally designate by Resolution a Certifying Officer which cannot be an external party or agency, and an Environmental Officer which cannot be the same individual and;

NOW THEREFORE BE IT RESOLVED, That Richland County Council appoints the County Administrator as the Richland County Certifying Officer for the purposes of complying with 24 CFR Part 58, §570.604 and 40 CFR Part 1500-1508, and authorizes the County Administrator to delegate, in writing and in accordance with the county's delegation process, this authority to the specifically identified county staff of his/her choosing, and authorizes the County Administrator to designate other qualified individual(s) of his/her choosing as Richland County Environmental Officers, for the purposes of complying with 24 CFR Part 58, §570.604, 40 CFR Part 1500-1508, and any other applicable regulation.

Sponsoring Councilmember
Richland County Council District #

Overture Walker - Chair
Richland County Council District 8

ATTEST this 1st Day of March 2022

Anette A. Kirylo
Richland County Clerk to Council

Richland County Council Request for Action

Subject:

Administrator's Office - Pawmetto Lifeline Request

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve donating the County's portion of the building and property to Pawmetto Lifeline.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Ashiya A. Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	March 10, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 16, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 15, 2022
Finance Review	Stacey Hamm via email	Date:	March 15, 2022
Approved for consideration:	County Administrator	Leonardo Brown MBA, CPM	
Committee	Administration & Finance		
Subject:	Pawmetto Lifeline - Request		

RECOMMENDED/REQUESTED ACTION:

Staff seeks direction from the Council regarding the request to donate its portion of the building and property to Pawmetto Lifeline.

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:

Richland County invested \$1.5 million for the construction of the Meyer Finlay Pet Adoption Center. Lexington County owns 100% of the land and 50% of the facility; Richland County owns the other 50% of the facility. Richland County does not provide any ongoing operational funding for the Pawmetto Lifeline budget.

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:

Via correspondence dated February 11, 2022, Pawmetto Lifeline has requested Richland County donate its portion of the Meyer Finlay Adoption Center. The adoption center is ten years old and is need of renovations and upgrades to meet the demands of the community and changes in its mission.

By donating its portion of the building, the County will prevent Pawmetto Lifeline from seeking funding from the County in the future for upgrades and renovations to the property.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Correspondence - Pawmetto Lifeline

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:

Richland County Utilities - "Willingness to Serve" Letter for Savannah Wood Amenity
(Tax Map Serial # R21900-06-14)

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached “Willingness to Serve” letter for Savannah Wood Amenity.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	February 25, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 2, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 2, 2022
Finance Review	Stacey Hamm via email	Date:	March 1, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for Savannah Wood Amenity (Tax Map Serial # R21900-06-14)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for Savannah Wood Amenity.

We request Council Reconsideration due to time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County, and we are approved by South Carolina Department of Health and Environmental Control (SCDHEC) as a the Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP are satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a residential or commercial development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request, and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development:

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
Savannah Wood Amenity	Near the intersection of Lower Richland Blvd and Rabbit Run	R21900-06-14	266	\$1,0640,000	\$229,220	See Exhibit 3	79,800

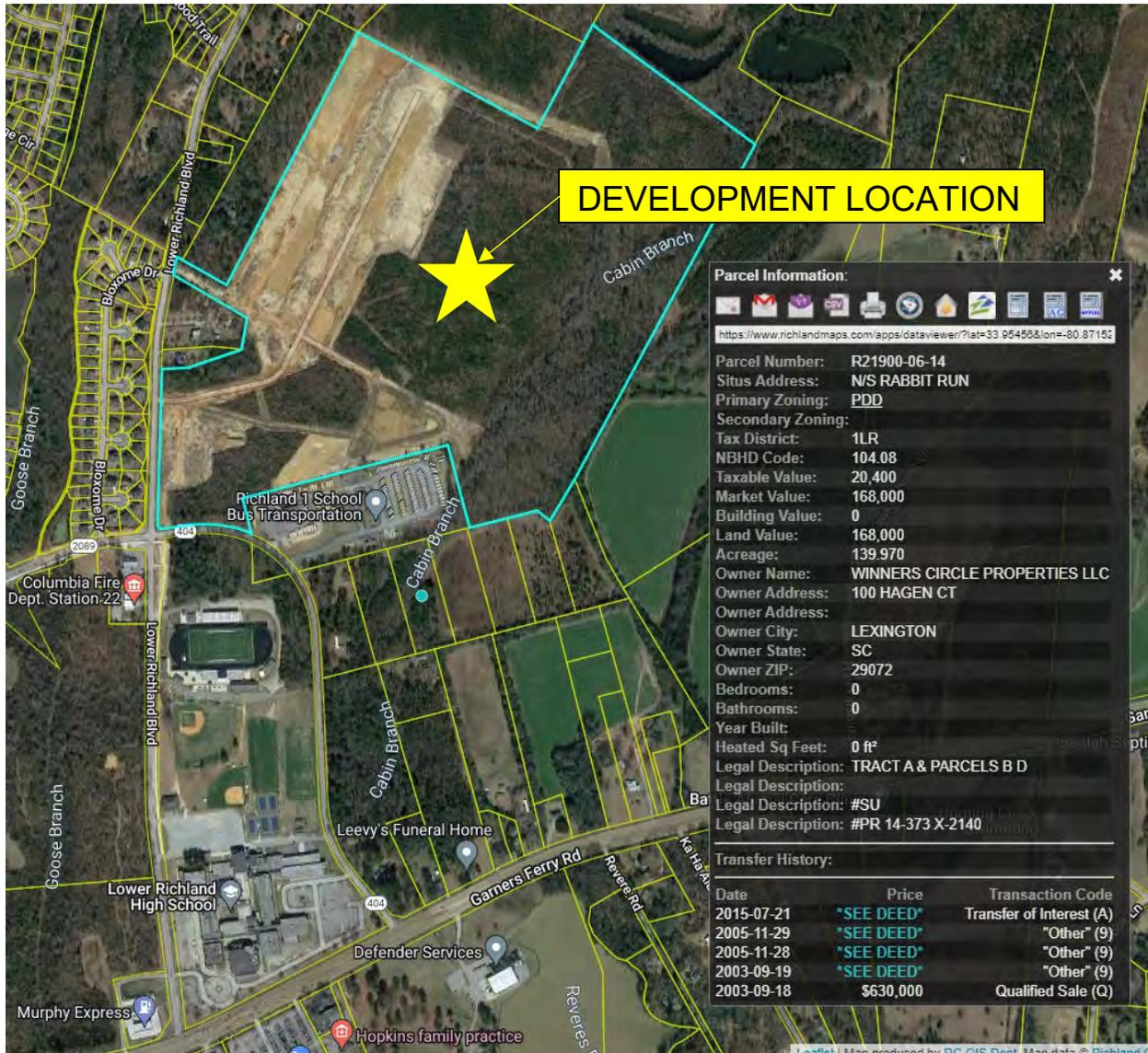
ADDITIONAL COMMENTS FOR CONSIDERATION:

The Willingness to Serve letter for the previous phase of this development was approved by Council on March 2, 2021

ATTACHMENTS:

1. Exhibit 1: Location Map
2. Exhibit 2: Willingness to Serve Letter
3. Exhibit 3: Zoning

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063



February 24, 2022

Elissa Filson
Project Coordinator
CEC
3740-A Fernandina Road
Columbia, SC 29201

Re: "Willingness to Serve Letter"
Savannah Wood Amenity
TMS # R21900-06-14

Dear Elissa,

In response to your request for capacity on February 22, 2022 (previously submitted on 11/13/20), regarding sanitary sewer service for the above-referenced parcel, Richland County Utilities (RCU) currently has capacity to serve 266 REUs (79,8000 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP B-2020005 and will be presented to the Administration and Finance (A&F) Committee for approval of our willingness to serve. If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

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

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

Sincerely,

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

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





2020 Hampton St., 1st Floor
Columbia, SC 29204-1002
Phone: (803) 576-2190
Fax: (803) 576-2182
www.rcgov.us

November 30, 2018

CIVIL ENGINEERING OF COLUMBIA
3740A FERNANDINA RD
COLUMBIA, SC 29210

RE: SAVANNAH WOOD PHASE 1
RCF # SD18-053
TMS # R21900-06-14

Dear CIVIL ENGINEERING OF COLUMBIA:

The above referenced project entitled "SAVANNAH WOOD PHASE 1", dated 9/18/2018 with revisions through 11/13/2018, has been reviewed and APPROVED in accordance with Section 26 of the Richland County Land Development Code.

For a land disturbance permit, go to
<http://www.rcgov.us/DevServ/ConstructionIndustry/EngineeringInspections.aspx>

For subdivision information, go to
<http://www.rcgov.us/DevServ/StepbyStepProcess/PermitsandApprovals/PlanApprovalInfo.aspx>

Sincerely,

Staff
Richland County Development Services



Richland County Council Request for Action

Subject:

Richland County Utilities - "Willingness to Serve" Letter for McCords Ferry Phases II and III

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached "Willingness to Serve" letter for McCords Ferry Phases II and III.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 2, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 7, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 2, 2022
Finance Review	Stacey Hamm via email	Date:	March 2, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for McCords Ferry Phases II and III		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for McCords Ferry Phases II and III.

We request Council Reconsideration due to time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County, and we are approved by the South Carolina Department of Health and Environmental Control (SCDHEC) as a Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP are satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request, and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development:

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
McCords Ferry	Garners Ferry Road Near Trotter Road	Various	366	\$1,464,000	\$316,356	PDD	109,800

*Note: Planned Development District (PDD) Approved by County Council.

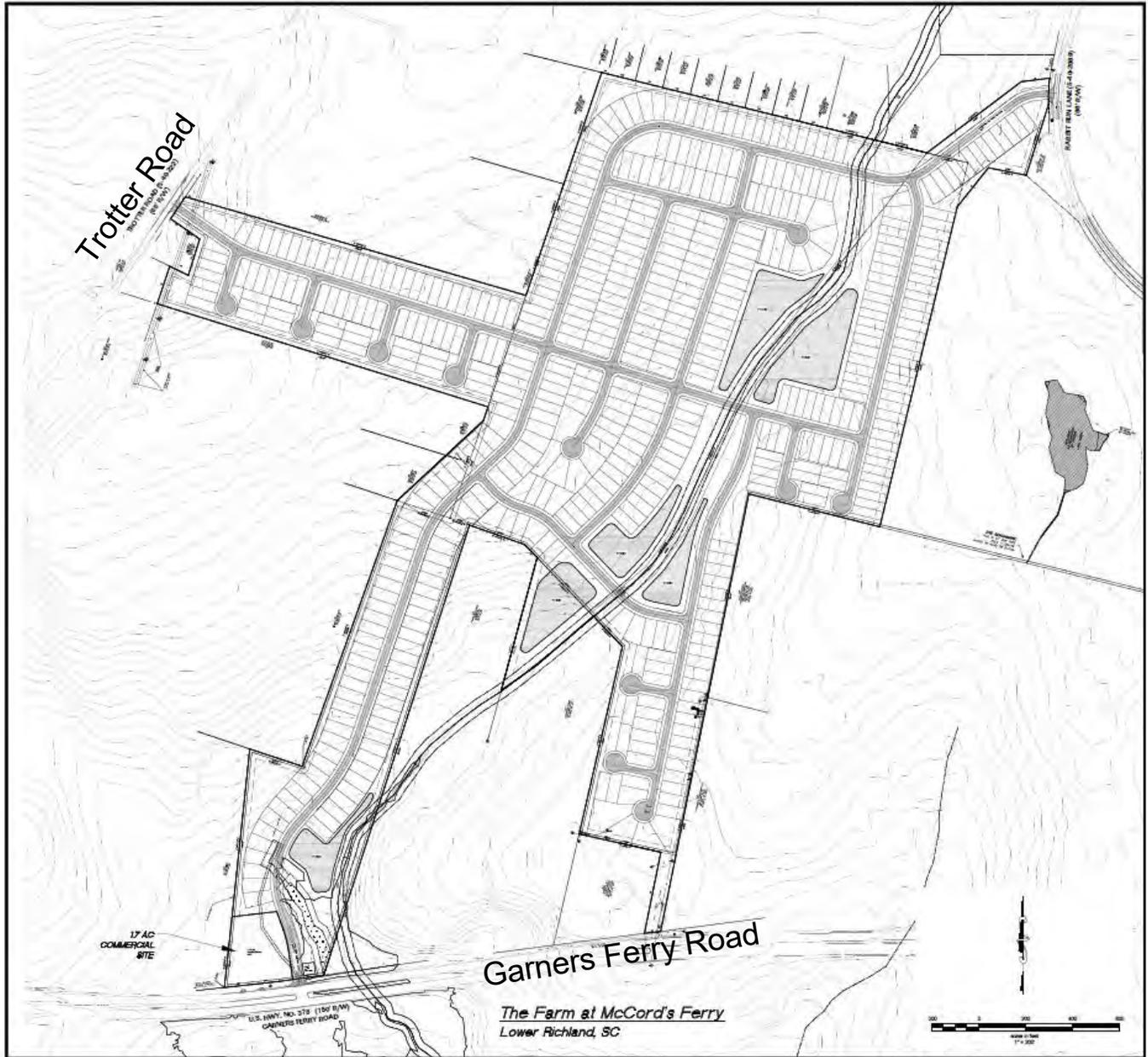
ADDITIONAL COMMENTS FOR CONSIDERATION:

The "Willingness to Serve" letter for the previous phase of this development was approved by Council on October 12, 2020.

ATTACHMENTS:

- 1. Exhibit 1: Location Map
- 2. Exhibit 2: Willingness to Serve Letter

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**7525 Broad River Road
Irmo, SC 29063

March 2, 2022

David K. Brandes, PE
Project Manager
E.L. Robinson Engineering Co.
1301 Gervais Street, Suite 450
Columbia, SC 29201

Re: "Willingness to Serve Letter"

Mccords Ferry Subdivision – Phases II and III

TMS # R21800-01-03, R21800-01-04, R21800-01-14, and R21900-09-08

Dear David,

In response to your request for capacity on February 22, 2022 (previously submitted on 10/05/20 and 6/15/21), regarding sanitary sewer service for the above-referenced parcels, Richland County Utilities (RCU) currently has capacity to serve 366 REUs (109,800 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP E-2021010 and E-2021011 and will be presented to the Administration and Finance (A&F) Committee for approval of our "Willingness to Serve Letter". If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

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

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

Sincerely,

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

William (Bill) H. Davis, PE
Director of UtilitiesCc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer

Richland County Council Request for Action

Subject:

Richland County Utilities - "Willingness to Serve" Letter for Laurinton Farms (Tax Map Serial # R24700-02-08)

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached "Willingness to Serve" letter for Laurinton Farms.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 2, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 4, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 3, 2022
Finance Review	Stacey Hamm via email	Date:	March 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for Laurinton Farms (Tax Map Serial # R24700-02-08)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for Laurinton Farms.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County and we are approved by South Carolina Department of Health and Environmental Control (SCDHEC) as a the Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP is satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development:

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
Laurinton Farms	Near the intersection of Lower Richland Blvd and Garners Ferry Road	R24700-02-08	553	\$2,212,000	\$477,991	See Exhibit 3	165,900

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Exhibit 1: Location Map
2. Exhibit 2: Willingness to Serve Letter
3. Exhibit 3: Zoning

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**7525 Broad River Road
Irmo, SC 29063

March 2, 2022

Elissa Filson
Project Coordinator
CEC
3740-A Fernandina Road
Columbia, SC 29201

Re: "Willingness to Serve Letter"

Laurington Farms
TMS # R24700-02-08

Dear Elissa,

In response to your request for capacity on February 22, 2022 (previously submitted on 03/19/21), regarding sanitary sewer service for the above-referenced parcel, Richland County Utilities (RCU) currently has capacity to serve 553 REUs (165,900 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'WHD', is written over a white background.

William (Bill) H. Davis, PE
Director of UtilitiesCc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer

**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

October 12, 2021



Civil Engineering of Columbia
Attn: Josh Rabon
3608 Fernandina Road
Columbia, SC 29210

**RE: Bunch Tract Sketch Plan
RCF #SD21-078
TMS #21800-01-06
478 lots / 176.1 acres**

Dear Mr. Rabon:

Please be advised that the referenced sketch plan has been reviewed by the Development Review Team (DRT). The sketch plan has been determined to be in compliance with the development regulations of Richland County, subject to revisions, which must be addressed upon the submittal of the preliminary plans.

Monica L. Eustace, Land Development Planner II - Planning (803-576-2232):

- 1. Approved.

Kathleen Horsey, Engineering Associate II- Public Works (803-576-2386):

- 2. Conditionally approved until a full Engineering submittal is uploaded.

Heather Brown, Richland County Floodplain Coordinator - Public Works (803-576-2158):

- 3. Approved.

Tina Robinette, Fire Plans Examiner, (803-576-3420):

- 4. Approved.

Alfreda Tindal, Addressing Coordinator Specialist - GIS Services Division (803-576-2147):

- 5. The Bunch Tract Subdivision name is not approved unless it connects with Bunch Lane.
- 6. See attached development and road name application for submittal. To expedite the approval process, please submit names via email prior to preliminary submission.
- 7. The USPS rules have changed regarding mailboxes and centralized boxes. Before construction begins, it's important that you or agent, contact Eric Sigmon, USPS Growth Management Coordinator (803-926-6258 or eric.r.sigmon@usps.gov).

If you have any further questions or concerns, please feel free to contact me at (803)576-2232 or eustacem@rcgov.us.

Sincerely,

Monica L. Eustace
Land Development Planner II

Richland County Council Request for Action

Subject:

Richland County Utilities - "Willingness to Serve" Letter for Bunch Tract (Hunter's Branch) (Tax Map Serial # R21800-01-06)

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached "Willingness to Serve" letter for Bunch Tract (Hunter's Farm). Staff is requesting Council's reconsideration due to the time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 2, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 4, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 3, 2022
Finance Review	Stacey Hamm via email	Date:	March 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for Bunch Tract (Hunter's Branch) (Tax Map Serial # R21800-01-06)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for Bunch Tract (Hunter's Farm).

We request Council Reconsideration due to time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County and we are approved by South Carolina Department of Health and Environmental Control (SCDHEC) as a the Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP is satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development:

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
Bunch Tract (Hunter's Branch)	Near the intersection of Lower Richland Blvd and Garners Ferry Road	R21800-01-06	345	\$1,380,000	\$298,204	PUD, See Exhibit 3*	103,500

*Note: Planned Unit Development (PUD) approved by County Council.

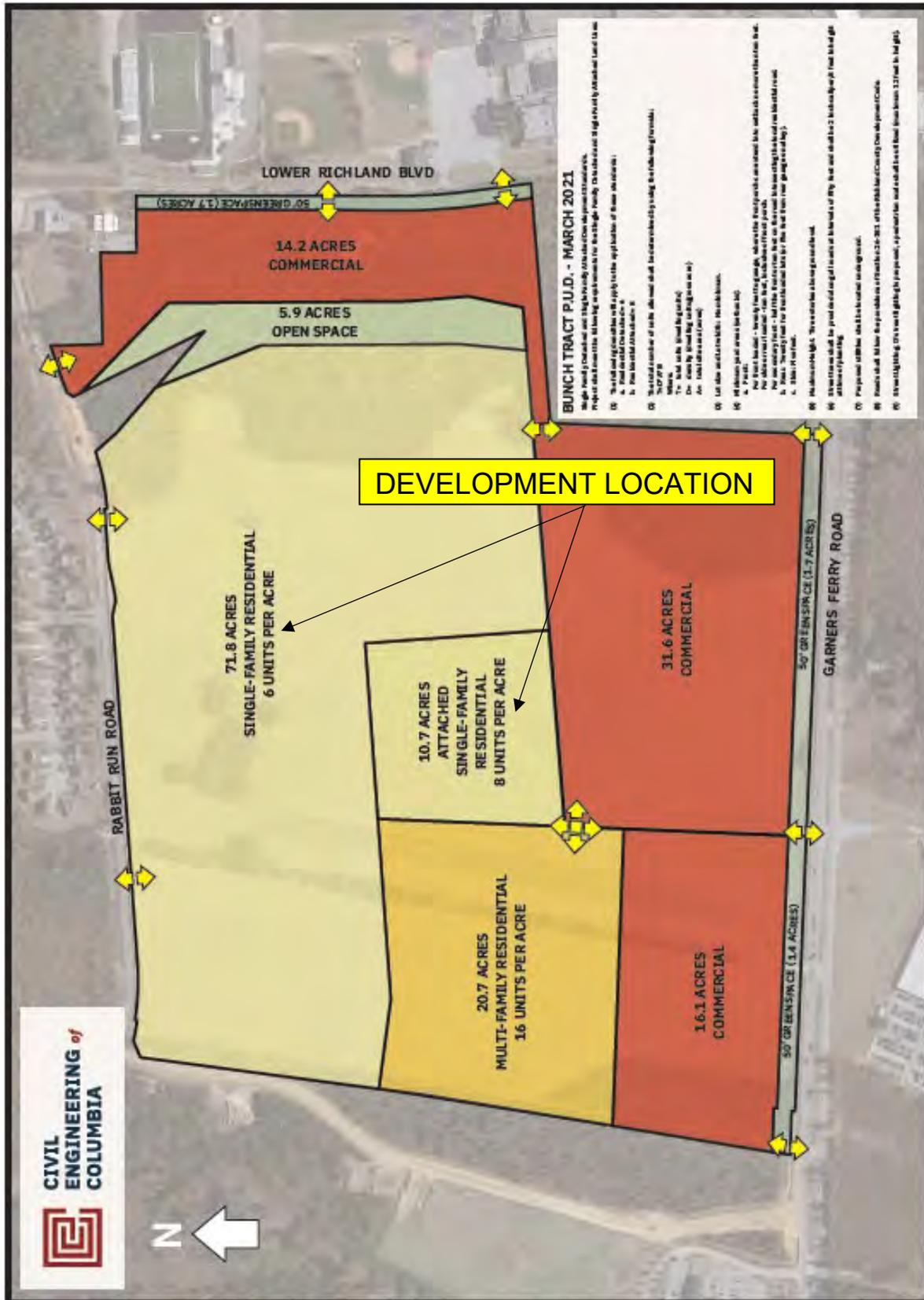
ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Exhibit 1: Location Map
2. Exhibit 2: Willingness to Serve Letter
3. Exhibit 3: Zoning

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063



March 2, 2022

Elissa Filson
Project Coordinator
CEC
3740-A Fernandina Road
Columbia, SC 29201

Re: "Willingness to Serve Letter"
Bunch Tract (Hunter's Branch)
TMS # R21800-01-06

Dear Elissa,

In response to your request for capacity on February 22, 2022 (previously submitted on 08/31/21), regarding sanitary sewer service for the above-referenced parcel, Richland County Utilities (RCU) currently has capacity to serve 345 REUs (103,500 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP E-2021012 and will be presented to the Administration and Finance (A&F) Committee for approval of our willingness to serve. If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

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

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

Sincerely,

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

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



**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

October 12, 2021



Civil Engineering of Columbia
Attn: Josh Rabon
3608 Fernandina Road
Columbia, SC 29210

**RE: Bunch Tract Sketch Plan
RCF #SD21-078
TMS #21800-01-06
478 lots / 176.1 acres**

Dear Mr. Rabon:

Please be advised that the referenced sketch plan has been reviewed by the Development Review Team (DRT). The sketch plan has been determined to be in compliance with the development regulations of Richland County, subject to revisions, which must be addressed upon the submittal of the preliminary plans.

Monica L. Eustace, Land Development Planner II - Planning (803-576-2232):

- 1. Approved.

Kathleen Horsey, Engineering Associate II- Public Works (803-576-2386):

- 2. Conditionally approved until a full Engineering submittal is uploaded.

Heather Brown, Richland County Floodplain Coordinator - Public Works (803-576-2158):

- 3. Approved.

Tina Robinette, Fire Plans Examiner, (803-576-3420):

- 4. Approved.

Alfreda Tindal, Addressing Coordinator Specialist - GIS Services Division (803-576-2147):

- 5. The Bunch Tract Subdivision name is not approved unless it connects with Bunch Lane.
- 6. See attached development and road name application for submittal. To expedite the approval process, please submit names via email prior to preliminary submission.
- 7. The USPS rules have changed regarding mailboxes and centralized boxes. Before construction begins, it's important that you or agent, contact Eric Sigmon, USPS Growth Management Coordinator (803-926-6258 or eric.r.sigmon@usps.gov).

If you have any further questions or concerns, please feel free to contact me at (803)576-2232 or eustacem@rcgov.us.

Sincerely,

Monica L. Eustace
Land Development Planner II

Richland County Council Request for Action

Subject:

Richland County Utilities - "Willingness to Serve" Letter for Bunch Tract - Commercial
(Tax Map Serial # R21800-01-06)

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached "Willingness to Serve" letter for Bunch Tract - Commercial. Staff is requesting Council's reconsideration due to the time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 2, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 4, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 3, 2022
Finance Review	Stacey Hamm via email	Date:	March 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for Bunch Tract - Commercial (Tax Map Serial # R21800-01-06)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for Bunch Tract - Commercial.

We request Council Reconsideration due to time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County and we are approved by South Carolina Department of Health and Environmental Control (SCDHEC) as a the Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP is satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development:

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
Bunch Tract Commercial	Near the intersection of Garners Ferry Road and Lower Richland Blvd	R21800-01-06	526	\$2,104,000	\$454,780	PDD*	157,800

*Note: Planned Development District (PDD) Approved by County Council.

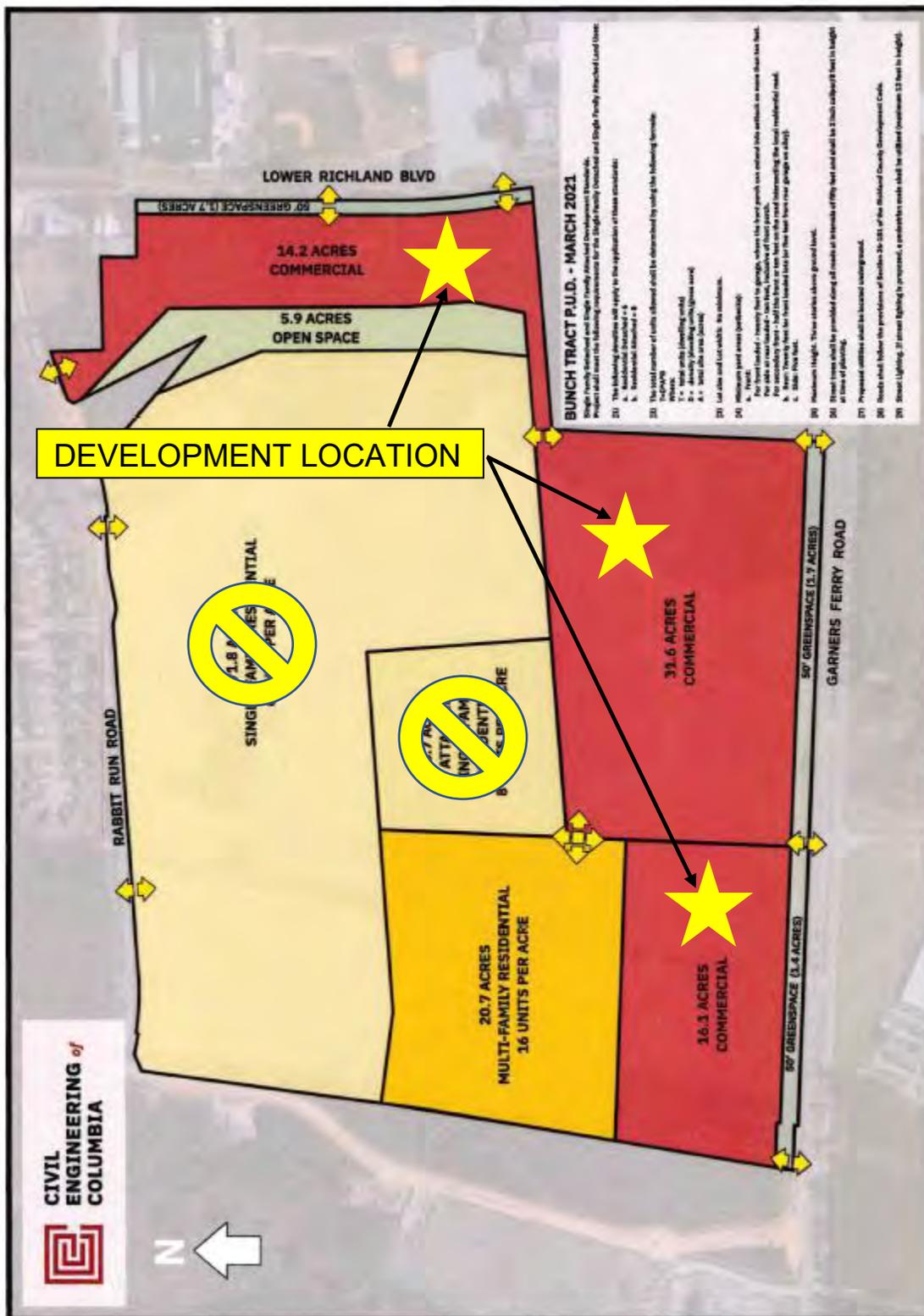
ADDITIONAL COMMENTS FOR CONSIDERATION:

The "Willingness to Serve" letter for the previous phase of this development was approved by Council on October 12, 2020.

ATTACHMENTS:

1. Exhibit 1: Location Map
2. Exhibit 2: Willingness to Serve Letter

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**7525 Broad River Road
Irmo, SC 29063

March 2, 2022

David K. Brandes, PE
Project Manager
E.L. Robinson Engineering Co.
1301 Gervais Street, Suite 450
Columbia, SC 29201Re: "Willingness to Serve Letter"
Bunch Tract - Commercial
TMS # R21800-01-06

Dear David,

In response to your request for capacity on February 22, 2022, regarding sanitary sewer service for the above-referenced parcels, Richland County Utilities (RCU) currently has capacity to serve 526 REUs (157,800 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP E-2022001 and will be presented to the Administration and Finance (A&F) Committee for approval of our "Willingness to Serve Letter". If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Davis'.

William (Bill) H. Davis, PE
Director of UtilitiesCc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer

Revised 01/11/22

Richland County Council Request for Action

Subject:

Richland County Utilities - "Willingness to Serve" Letter for Alexander Point (Tax Map Serial # R21900-04-26)

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve the attached "Willingness to Serve" letter for Alexander Point. Staff is requesting Council's reconsideration due to the time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	March 2, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 4, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 3, 2022
Finance Review	Stacey Hamm via email	Date:	March 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	"Willingness to Serve" Letter for Alexander Point (Tax Map Serial # R21900-04-26)		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached "Willingness to Serve" letter for Alexander Point.

We request Council Reconsideration due to time sensitive planning and financing requirements surrounding sewer availability tied to real estate transactions.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

No funding is needed.

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

None.

REGULATORY COMPLIANCE:

None.

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 Utilities (RCU) is an enterprise fund operating under Richland County Government. RCU provides sewer services to portions of Northwest and Southeast Richland County and we are approved by South Carolina Department of Health and Environmental Control (SCDHEC) as a the Delegated Review Program (DRP). This means that RCU can perform plan reviews and request construction permits to be issued by SCDHEC for new developments within our area as long as the criteria of the DRP is satisfied. In consideration of our ability to serve new sewer customers and meet regulatory obligations of the DRP, we have initiated a Capacity Assurance Program (CAP). When a development requests sewer service for a property, we analyze the property to determine if we have enough capacity to serve them. We issue a unique CAP Identification Number for each request and if capacity is available, we send the developer a letter stating our "Willingness to Serve" the new development. Each "Willingness to Serve" letter is presented to Council for consideration and general awareness. Once RCU receives approval from County Council, RCU notifies the developer so they can proceed with planning the new development in accordance with the DRP.

RCU staff has evaluated the sewer flow for the proposed development in accordance with our CAP and has determined that we currently have adequate capacity to collect, transmit, and treat the wastewater from this development at our Eastover Wastewater Treatment Plant. See Exhibit 1 for a map of the proposed development location. A letter of "Willingness to Serve" has been sent to the developer, see Exhibit 2.

The table below summarizes the proposed development;

Project Name	Project Address	TMS	Number of Units	Projected Sewer Tap Revenue	Projected Annual Revenue for Sewer	Zoning	Sewer Flow Gallons Per Day
Alexander Point	Rabbit Run	R21900-04-26	171	\$684,000	\$147,806		51,300

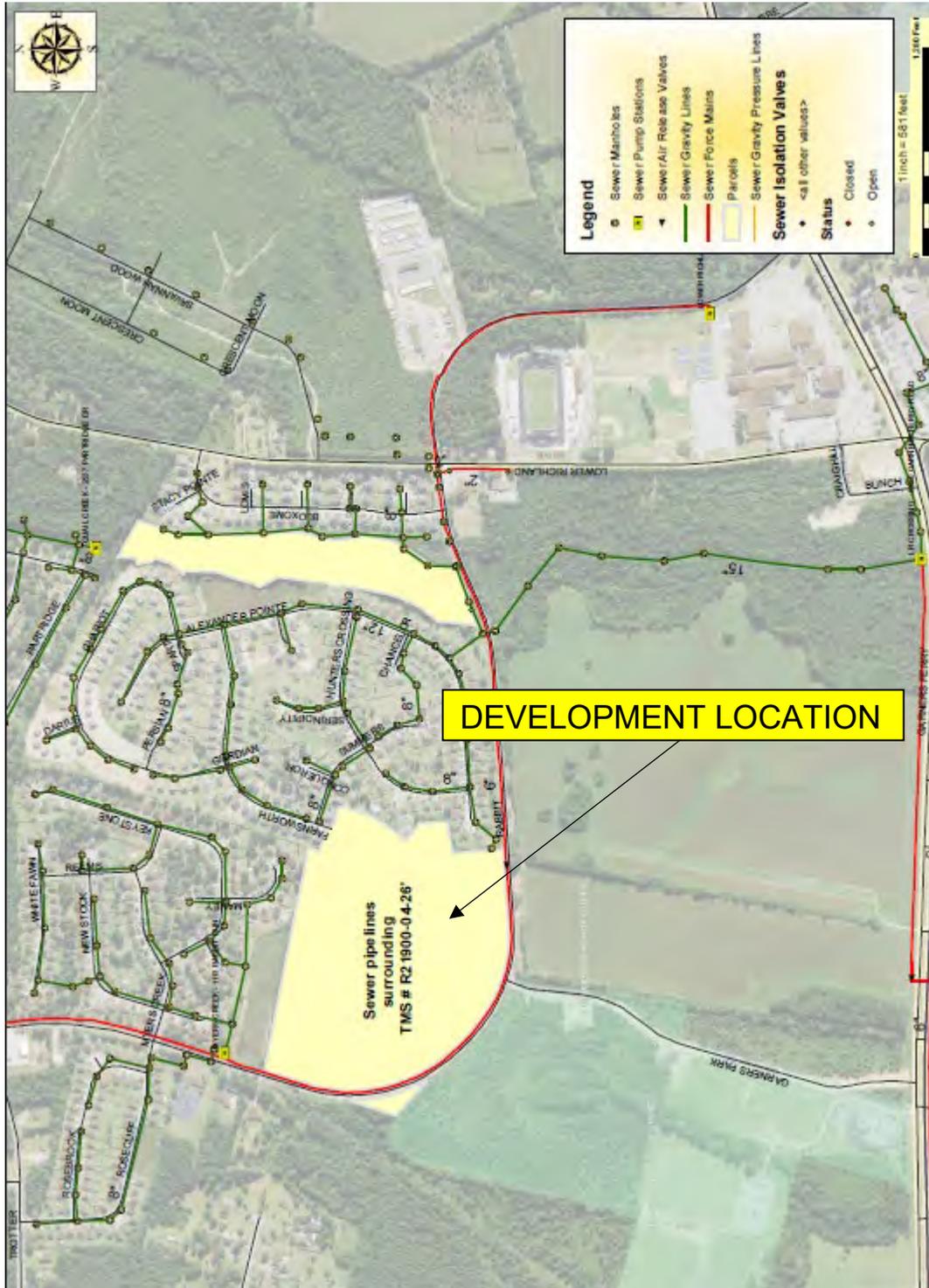
ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Exhibit 1: Location Map
2. Exhibit 2: Willingness to Serve Letter

EXHIBIT 1: LOCATION MAP



**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063



March 2, 2022

Keith E. Utheim, PE
Hussey Gay Bell
1219 Assembly Street, Suite 300
Columbia, SC 29201

Re: "Willingness to Serve Letter"
Alexander Point
TMS # R21900-04-26

Dear Elissa,

In response to your request for capacity on February 22, 2022 (previously submitted on 09/22/21), regarding sanitary sewer service for the above-referenced parcel, Richland County Utilities (RCU) currently has capacity to serve 171 REUs (51,300 gpd) for this property.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP E-2021013 and will be presented to the Administration and Finance (A&F) Committee for approval of our willingness to serve. If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

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

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

Sincerely,

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

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

Revised 01/11/22



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: April 5, 2022 {Tentative}
Public Hearing: April 5, 2022



Agenda Briefing Addendum

Prepared by:	Christopher S. Eversmann, PE	Title:	Deputy Director
Department:	Public Works	Division:	Administration
Contributor:	John Ansell	Title:	Solid Waste & Recycling General Manager
Contributor:	Syndi Castelluccio	Title:	Collections Manager
Legal Review:	Christopher Ziegler via email	Date:	March 8, 2022
Date Prepared:	March 8, 2022	Meeting Date:	March 15, 2022
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee:	Development & Services		
Agenda Item:	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		

Please see below for a list of changes made to the Chapter 12 ordinance that received Second Reading approval. In general:

- Consolidated Enforcement provisions as suggested by members of County Council;
- Removed two Attachment exhibits that seemed to be a source of confusion;
- Made minor edits / word changes;
- Added content on storm debris.

COUNCIL INQUIRY # 1:

Recommend consolidation of Enforcement provisions which appear in two locations and may be redundant.

Reply:

Section 12-3. Enforcement – Moved all paragraphs to Article VIII. ENFORCEMENT.

Section 12-4. Penalties – Removed; also addressed in Article VIII. ENFORCEMENT.

Section 12-5. Applicability – Re-numbered as Section 12-3.

Section 12-67. Miscellaneous Enforcement Provisions. Paragraphs from Section 12-3 added to this Section and Paragraphs were re-lettered.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Section 12-2. Definitions – Added definitions for “Storm Debris” and “(Tree) Storm Debris.”

Section 12-11. Fees. Reference to fee exhibit (and the exhibit) removed.

Section 12-15. Added Small Business service and 2.0 multiplier. This multiplier is established in the current ordinance, but was inadvertently omitted from the re-written ordinance.

Section 12-20. Garbage, Paragraph (c), (d), and (e), Minor word edits.

Section 12-21. Yard Waste, Paragraph (b) (3), Removal of, "...or cutting shrubbery back to the stump or trunk..."

Section 12-25. Enhanced ("Backyard") Service. Paragraph (c), Minor word edits to better clarify requirements.

Section 12-26. Uniform Fee Structure. Reference to Uniform Fee Structure exhibit (and the exhibit) removed.

Section 12-30. Exemption from roll cart service... Removed; already addressed in Section 12-25, Paragraph (c).

Section 12-41. Storm Events. Added to address staff lessons learned from the recent Ice Storm Event and resulting (Tree) Storm Debris.

ATTACHMENTS:

1. Chapter 12 (with Track Changes)
2. Chapter 12 (clean)

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, and 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 I 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, and 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 I 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 I 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.

Storm Debris – A variety of debris types that may include, but not limited to: trees and large limbs, Construction and Demolition (C&D) Debris, appliances, furniture, and other solid waste types caused by a significant storm or disaster with a resulting area emergency declaration by local, State, or Federal officials.

(Tree) Storm Debris – Any organic debris fallen from trees as a result of high winds, heavy rains, or accumulation of ice. This may include limbs and large parts of trees damaged by these conditions.

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)(A) 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)(A) 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)(A) 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)(A) 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. 12-35. 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. 12-46. Reserved for Future Use

Sec. 12-57. Reserved for Future Use.

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.

(A) Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- (1) Countywide-generated residential Municipal Solid Waste (MSW) disposal in Class Three Landfill;
- (2) Administration of a Countywide Solid Waste Management Program;
- (3) Countywide-generated residential disposal of C&D Debris and yard waste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal /pruning/ trimming)
- (4) Operation of County Drop-Off and Recycling Centers; and
- (5) Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

(B) This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

(A) A schedule of solid waste related fees charged by Richland County shall be maintained by the Solid Waste Division. These fees must 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:

- (1) Residential/Small Business Curbside Collection Program;
- (2) Disposal of C&D debris and yard waste in a county operated landfill generated by non-residential customers and businesses and governmental entities; and
- (3) Processing of other specialized recycling material such as electronic waste, tires, or mattresses.

(B) 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:
 - (1) Standard (S) - ~~C~~urbside placement / collection of MSW and Recycling (1.0 multiplier);
 - (2) ~~Enhanced~~ (E) - Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
 - (3) Disability (D) - Backyard (~~DB~~) placement / collection of MSW and Recycling (1.0 multiplier);
 - ~~(3)~~(4) Small Business (SB) – Curbside placement / collection of MSW and Recycling (2.0 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.

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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 storm water 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 service shall be provided under the following conditions:

- (1) Unincorporated areas of the County;
- (2) Small Municipalities covered by an IGA for solid waste services, and Residential, Single family homes;
- (3) Residential, Duplexes, Triplexes, or Quadraplexes;
- (4) Small / home-based businesses located within residential areas;
- (5) Ancillary facilities located within residential areas such as recreation centers or
- (6) Churches that generate small volumes of solid waste; or
- (7) 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 request up to two (2) roll carts and fees will apply.
- (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 once collection is complete or no later than 7:30 p.m. on the designated day of collection.
- (E) For residential collection, occasional 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 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 once collection is complete or 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 ~~and glass~~ shall be

excluded from single stream recycling. 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. 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.
 - (2) 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.

- (3) AH 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.
- (4) 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 able-bodied individual over the age of 18 who resides at the address to place and remove roll carts on the curb. Application for this consideration must be completed by an 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.

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:
- (1) Duplex through Quadraplex residential customers;
 - (2) Other residential customers besides Apartments;
 - (3) Neighborhood pavilions or recreation centers;
 - (4) Small, home-based businesses;
 - (5) Small local government facilities such as fire/ EMS stations; and
 - (6) Churches.
- (B) Additionally, in order to participate in this program, such facilities must:
- (1) Be physically located along an established residential collection route;
 - (2) Generate quantities and types of solid waste consistent with typical single family residences;
 - (3) Pay all associated solid waste fees and taxes;
 - (4) 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 whendeemed 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. Reserved for Future Use.](#)

[Sec. 12-31. Reserved for Future Use.](#)

[Sec. 12-32. Reserved for Future Use.](#)

**ARTICLE IV. DROP-OFF CENTERS, ~~AND~~ SPECIAL COLLECTION
EVENTS, AND STORM DEBRIS**

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

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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 citizen volunteer efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. ~~Reserved for Future Use~~ Storm Events.

Storm events vary in size, scope, intensity, and affected area and, thereby, resulting debris types. Similarly, County response to such events will vary to appropriately address the magnitude of the event and the impact of Storm Debris or (Tree) Storm Debris on the health, safety, and efficiency of the County. In general terms, Storm Debris and / or (Tree) Storm Debris must be placed at curbside and segregated by waste type. The Director of Public Works shall coordinate the Storm Event Debris Management mission and assign a Storm Event Debris Manager.

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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:

- (1) Conserve Natural Resources and Landfill Space;
- (2) Promote economic development and security;
- (3) Protect the environment; and
- (4) 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.

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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.

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(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.

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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 storm water 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.

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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

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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

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shall constitute a separate and distinct offense, unless otherwise specified.

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Sec. 12-67. Miscellaneous Enforcement Provisions.

(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.

~~(A)~~ (F) 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.

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~~(B)~~ (G) 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.

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~~(C)~~ (H) 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.

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~~(D)~~ (I) 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.

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~~(E)~~(J) 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.

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~~(F)~~(K) 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.

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~~(G)~~(L) 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.

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~~(H)~~(M) Property owners shall be prohibited from receiving for deposit in their refuse containers any type of refuse that originates outside their designated collection area

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~~(I)~~(N) 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.

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~~(J)~~(O) 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.

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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 and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of

_____, 2021.

Anette Kyrlo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-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, and 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 I 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, and 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 I 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 I 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 I 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.

Storm Debris – A variety of debris types that may include, but not limited to: trees and large limbs, Construction and Demolition (C&D) Debris, appliances, furniture, and other solid waste types caused by a significant storm or disaster with a resulting area emergency declaration by local, State, or Federal officials.

(Tree) Storm Debris – Any organic debris fallen from trees as a result of high winds, heavy rains, or accumulation of ice. This may include limbs and large parts of trees damaged by these conditions.

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. 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. 12-4. Reserved for Future Use

Sec. 12-5. Reserved for Future Use.

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.

(A) Richland County shall levy a countywide millage, to include all municipalities therein, for the purpose of raising revenue to generally cover the cost of:

- (1) Countywide-generated residential Municipal Solid Waste (MSW) disposal in Class Three Landfill;
- (2) Administration of a Countywide Solid Waste Management Program;
- (3) Countywide-generated residential disposal of C&D Debris and yard waste in an appropriate, SCDHEC permitted Landfill (this does NOT include Contractor-generated waste from residential construction, or tree removal /pruning/ trimming)
- (4) Operation of County Drop-Off and Recycling Centers; and
- (5) Processing of recyclable materials generated by the County Residential / Small Business Curbside Collection Program and Special Recycling Events

(B) This charge shall appear on County Real and Personal Property Tax Notices.

Sec. 12-11. Fees.

(A) A schedule of solid waste related fees charged by Richland County shall be maintained by the Solid Waste Division. These fees must be reviewed and establish on an annual basis in order to cover the cost of associated solid waste services. These fees shall generally cover the cost of the:

- (1) Residential/Small Business Curbside Collection Program;
- (2) Disposal of C&D debris and yard waste in a county operated landfill generated by non-residential customers and businesses and governmental entities; and
- (3) Processing of other specialized recycling material such as electronic waste, tires, or mattresses.

(B) 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:
 - (1) Standard (S) - Curbside placement / collection of MSW and Recycling (1.0 multiplier);
 - (2) Enhanced (E) - Backyard (B) placement / collection of MSW and Recycling (1.8 multiplier);
 - (3) Disability (D) - Backyard placement / collection of MSW and Recycling (1.0 multiplier);
 - (4) Small Business (SB) – Curbside placement / collection of MSW and Recycling (2.0 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 storm water 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 service shall be provided under the following conditions:

- (1) Unincorporated areas of the County;
- (2) Small Municipalities covered by an IGA for solid waste services, and Residential, Single family homes;
- (3) Residential, Duplexes, Triplexes, or Quadraplexes;
- (4) Small / home-based businesses located within residential areas;
- (5) Ancillary facilities located within residential areas such as recreation centers or
- (6) Churches that generate small volumes of solid waste; or
- (7) 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 request up to two (2) roll carts and fees will apply.
- (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 once collection is complete or no later than 7:30 p.m. on the designated day of collection.
- (E) For residential collection, occasional 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 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 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 once collection is complete or 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 single stream recycling. 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. 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.
 - (2) 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.

- (3) AH 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.
 - (4) 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 able-bodied individual over the age of 18 who resides at the address to place and remove roll carts on the curb. Application for this consideration must be completed by an 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.

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:
- (1) Duplex through Quadraplex residential customers;
 - (2) Other residential customers besides Apartments;
 - (3) Neighborhood pavilions or recreation centers;
 - (4) Small, home-based businesses;
 - (5) Small local government facilities such as fire/ EMS stations; and
 - (6) Churches.
- (B) Additionally, in order to participate in this program, such facilities must:
- (1) Be physically located along an established residential collection route;
 - (2) Generate quantities and types of solid waste consistent with typical single family residences;
 - (3) Pay all associated solid waste fees and taxes;
 - (4) 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

whendeemed 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. Reserved for Future Use.

Sec. 12-31. Reserved for Future Use.

Sec. 12-32. Reserved for Future Use.

**ARTICLE IV. DROP-OFF CENTERS, SPECIAL COLLECTION
EVENTS, AND STORM DEBRIS**

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 citizen volunteer efforts at the neighborhood level to clean up and beautify their communities.

Sec. 12-41. Storm Events.

Storm events vary in size, scope, intensity, and affected area and, thereby, resulting debris types. Similarly, County response to such events will vary to appropriately address the magnitude of the event and the impact of Storm Debris or (Tree) Storm Debris on the health, safety, and efficiency of the County. In general terms, Storm Debris and / or (Tree) Storm Debris must be placed at curbside and segregated by waste type. The Director of Public Works shall coordinate the Storm Event Debris Management mission and assign a Storm Event Debris Manager.

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:

- (1) Conserve Natural Resources and Landfill Space;
- (2) Promote economic development and security;
- (3) Protect the environment; and
- (4) 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 storm water 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) 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.
- (F) 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.
- (G) 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.
- (H) 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.
- (I) 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.

- (J) 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.
- (K) 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.
- (L) Property owners shall be prohibited from receiving for deposit in their refuse containers any type refuse that originates outside their designated collection area
- (M) 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.
- (N) 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 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:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Pure Power Technologies, Inc., a company previously identified as Project Wheat, to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: December 7, 2021
Second Reading: December 14, 2021
Third Reading: April 5, 2022 {Tentative}
Public Hearing: April 5, 2022

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PURE POWER TECHNOLOGIES, INC., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT WHEAT, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

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

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

WHEREAS, Pure Power Technologies, Inc., a Delaware corporation previously identified as Project Wheat (“Sponsor”), desires to expand certain manufacturing and related facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$5,000,000; 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 Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

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

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

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

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

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

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project, to the extent not already so included, is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: December 7, 2021
Second Reading: December 14, 2021
Public Hearing: April 5, 2022
Third Reading: April 5, 2022

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PURE POWER TECHNOLOGIES, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER 31, 2021

TABLE OF CONTENTS

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

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 8
Section 7.2 Remedies on Default 9
Section 7.3 Reimbursement of Legal Fees and Other Expenses 9
Section 7.4 Remedies Not Exclusive 9

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 12
Section 10.2 Provisions of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 13
Section 10.4 Governing Law 13
Section 10.5 Headings 13
Section 10.6 Amendments 13
Section 10.7 Agreement to Sign Other Documents 13
Section 10.8 Interpretation; Invalidity; Change in Laws 13
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 14
Section 10.12 Waiver 14
Section 10.13 Business Day 14
Section 10.14 Agreement's Construction 14

- Exhibit A – Real Property Description
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**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	Pure Power Technologies, Inc.	Section 1.1, Page 3
Project Location		
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1, Page 3
• Contract Minimum Investment Requirement	\$5,000,000	Section 1.1, Page 2
• Contract Minimum Jobs Requirement	N/A	
• Investment Period	5 years	Section 1.1, Page 3
• Assessment Ratio	6%	Section 4.1, Page 6
• Millage Rate	580.3 mills (lowest allowable)	Section 4.1, Page 6
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1, Page 6
• Claw Back Information	Terminate and claw back if investment does not reach Act Minimum Investment Requirement by the end of the Investment Period	Section 6.1, Page 8
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1, Page 3
Other Information	N/A	
•		
•		
•		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective as of December 31, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Pure Power Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware and previously identified as Project Wheat (“*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) The Sponsor has committed to expand certain manufacturing and related facilities (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$5,000,000;

(c) By an ordinance enacted on April 5, 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, as amended.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project on or before the date that is five years from the Commencement Date, as set forth in Section 12-44-30(14) of the Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Act.

“*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 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 comprising the Project 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 shall be no later than December 31, 2024, though the Sponsor presently anticipates, and the County hereby acknowledges, that the Commencement Date will be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$5,000,000 within the Investment Period.

“**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.

“**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 within 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 now or hereafter acquired for use on or about the Real Property.

“**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 Agreement, as originally executed and as may be supplemented or amended as permitted herein.

“**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, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements now or hereafter constructed on the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2026.

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

“Multicounty Park” means the I-77 Corridor Regional Industrial Park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“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 the 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, only, with the exception of Replacement Property, to the extent placed in service in the Investment Period.

“Real Property” means the land 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.

“South Carolina Freedom of Information Act” shall mean Title 30, Chapter 4 of the Code.

“Sponsor” means Pure Power Technologies, Inc., a Delaware corporation previously identified as Project Wheat, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 7, 2021 by adopting an Inducement Resolution, as defined in the Act on December 7, 2021.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in **Section 10.1** of this Fee Agreement, 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 580.3 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, 20__.

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 and such replacement occurs after the end of the Investment Period.

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 tax year corresponding to the property tax 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 for a particular 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 RESERVED

ARTICLE VI CLAW BACK

Section 6.1. Claw Back If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

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 which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of production at the Facility that continues for a period of twelve (12) consecutive months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII

PARTICULAR RIGHTS AND COVENANTS

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

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“***Confidential Information***”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “***Confidential Information.***” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such Claim. The County shall provide a statement of 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 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 any 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 any 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, 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 such Claim.

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

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

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

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

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

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

Pure Power Technologies, Inc.
Attn: Amy McGee, CPA, Senior Controller
1401 Northpoint Boulevard
Blythewood, South Carolina 29016

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

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 or expand in the County, the County agrees

to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor 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 expressly stated in the Fee Agreement to survive termination, shall 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 Agreement]

PURE POWER TECHNOLOGIES, INC.

By: _____
Its: _____

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

EXHIBIT A
REAL PROPERTY DESCRIPTION

PARCEL I:

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar at the Point of Beginning (POB-B), this #4 Rebar being a common corner of Parcel "B" and a parcel of property now or formerly of Keller Properties, Inc.; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S 30°42'38" E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road; thence proceeding along Parcel "A" the following courses: a curve to the left having a radius of 50.00 feet; an arc length of 77.93 feet; a chord bearing of N76°38'30"W and a chord length 70.28 feet to a #4 Rebar; thence proceeding S58°42'22"W for a distance of 146.06 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of S73°14'46"W and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N89°18'32"W for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 460.00 feet, an arc length of 86.99 feet, a chord bearing of S77°04'31"W a chord length of 170.96 feet to a #4 Rebar; thence proceeding S66°21'58"W for a distance of 103.97 feet to a #4 Rebar; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W for a distance of 82.78 feet to a #4 Rebar; thence proceeding along reserved property and property now or formerly of Coca-Cola Bottling Company N66°21'53"E for a distance of 756.99 feet to a 2 ½" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. S55°36'41"E for a distance of 163.06 feet to a 2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. N23°26'37"E for a distance of 209.45 feet to a #4 Rebar and Point of Beginning (POB-B), said parcel contains an area of 3.88 acres, more or less.

TOGETHER WITH

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S30 42'38"E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road, the Point of Beginning (POB-A); from said point of beginning, thence along the western margin of the right-of-way of Community Road the following courses to the creek; proceeding along a curve to the left having a radius of 6056.40 feet, a chord bearing and distance of S32°45'25"E, 162.27 feet, an arc length of 162.28 feet to a concrete monument; thence proceeding S33°02'31"E, 10.08 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 5729.58 feet, a chord bearing and distance of S32°09'35"E, 258.44 feet, an arc length of 258.47 feet to a concrete monument; thence proceeding S31°05'41"E, 459.05 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve

to the right having a radius of 883.73 feet, a chord bearing and distance of S14°05'35"E, 516.67 feet, an arc length of 524.32 feet to a concrete monument; thence proceeding S02°54'14"W, 301.76 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the left having a radius of 965.22 feet, a chord bearing and distance of S05°48'06"E, 302.00 feet, an arc length of 303.25 feet to a concrete monument; thence proceeding S03°54'31"E, 162.57 feet to a concrete monument; thence proceeding S24°45'08"E, 45.78 feet to a point in the center of the creek; thence following the creek centerline S54°53'30"W, 92.85 feet to a point; thence following the creek centerline S80°29'27"W, 42.27 feet to a point; thence following the creek centerline S77°11'27"W, 45.78 feet to a point; thence following the creek centerline S85°05'49"W, 34.67 feet to a point; thence following the creek centerline S35°45'15"W, 37.68 feet to a point; thence following the creek centerline N. 79°22'15"W, 23.49 feet to a point; thence following the creek centerline S56°18'52"W, 58.20 feet to a point; thence following the creek centerline S81°54'49"W, 47.17 feet to a point; thence following the creek centerline S84°56'19"W, 26.03 feet to a point; thence following the creek centerline S79°16'52"W, 33.49 feet to a point; thence following the creek centerline N76°36'20"W, 39.05 feet to a point; thence following the creek centerline N75°36'20"W, 23.30 feet to a point; thence following the creek centerline S22°45'02"W, 36.32 feet to a point; thence following the creek centerline N80°20'08"W, 23.26 feet to a point; thence following the creek centerline N01°08'00"E, 20.82 feet to a point; thence following the creek centerline N52°59'26"W, 44.15 feet to a point; thence following the creek centerline N23°36'16"W, 39.49 feet to a point; thence following creek centerline N55°36'57"W, 48.22 feet to a point; thence following the creek centerline S71°31'34"W, 38.67 feet to a point; thence following the creek centerline S19°14'48"E, 19.57 feet to a point; thence following the creek centerline S50°35'39"W, 30.67 feet to a point; thence following the creek centerline N30°28'21"W, 16.24 feet to a point; thence following the creek centerline N36°29'39"W, 33.63 feet to a point; thence following the creek centerline N76°19'46"W, 49.29 feet to a point; thence following the creek centerline S73°49'21"W 22.68 feet to a point; thence following the creek centerline S03°18'27"W, 37.42 feet to a point; thence following the creek centerline N77°39'36"W, 41.24 feet to a point; thence following the creek centerline N77°33'40"W, 41.48 feet to a point; thence following the creek centerline N27°56'03"W, 33.98 feet to a point; thence following the creek centerline N60°27'23"W, 33.10 feet to a point; thence following the creek centerline S32°16'34"W, 24.52 feet to a point; thence following the creek centerline S89°16'56"W, 15.72 feet to a point; thence following the creek centerline N45°13'18"W, 38.26 feet to a point; thence following the creek centerline N26°17'46"E, 25.62 feet to a point; thence following the creek centerline N09°35'24"W, 25.42 feet to a point; ;thence following the creek centerline N84°41'36"W 15.32 feet to a point; thence following the creek centerline N07°53'25"E, 41.75 feet to a point; thence following the creek centerline N32°48'04"W, 25.64 feet to a point; thence following the creek centerline N71°09'43"W, 43.35 feet to a point; thence following the creek centerline N10°59'52"W, 28.18 feet to a point; thence following the creek centerline N64°22'23"W, 21.10 feet to a point; thence following the creek centerline S61°33'26"W, 20.51 feet to a point, thence following the creek centerline N67°57'58"W, 19.33 feet to a point; thence following the creek centerline S87°51'09"W, 26.09 feet to a point; thence following the creek centerline S44°17'45"W, 42.36 feet to a point; thence following the creek centerline S85°30'34"W, 17.61 feet to a point; thence following the creek centerline N55°25'28"W, 25.30 feet to a point; thence following the creek centerline N09°20'09"W; 25.33 feet to a point; thence following the creek centerline N59°58'35"W, 51.28 feet to a point; thence following the creek centerline N29°43'27"W, 42.86 feet to a point; thence following the creek centerline N48°39'23"W, 60.79 feet to a point; thence following the creek centerline S78°10'45"W, 18.08 feet to a point; thence following the creek centerline N50°00'43"W, 29.92 feet to a point; thence following the creek centerline N10°37'24"W, 25.73 feet to a point; thence following the creek centerline N35°41'36"W, 25.40 feet to a point; thence following the creek centerline S78°12'03"W, 33.67 feet to a point; thence following the creek centerline N47°42'19"W, 23.71 feet to a point; thence following the creek centerline N51°00'09"W., 43.98 feet to a point; thence following the creek centerline N79°33'04"W, 43.89 feet to a point; thence following the creek centerline S36°46'14"W, 24.19 feet to a point; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W, 1,493.05 feet to a #4 Rebar; thence along Parcel "B" the following courses: N66°21'58"E, for a distance of 103.97 feet to a #4 Rebar; thence

proceeding along an arc of a curve to the right having a radius of 460.00 feet; an arc length of 86.99 feet, a chord bearing of N77°04'31"E a chord length of 170.96 feet to a #4 Rebar; thence proceeding S89°18'32"E for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of N73°14'46"E and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N58°42'22"E for a distance of 146.06 feet to a #4 Rebar; thence proceeding along a curve to the right having a radius of 50.00 feet, an arc length of 77.93 feet, a chord bearing of S76°38'30"E and a chord length of 70.28 feet to a #4 Rebar at the Point of Beginning (POB-A). Said parcel contains an area of 61.09 acres, more or less.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 1.46 acres on that certain survey title "Closing Survey for South Carolina Electric and Gas Company, Northpoint Industrial Park, 115/23kV Substation" prepared by Glenn Associates Surveying, Inc. dated August 9, 2006, and recorded in Book 1245, page 2240 in the Office of the Register of Deeds for Richland County, South Carolina, on October 27, 2006; said tract having such boundaries and measurements as shown on the Closing survey.

PARCEL II:

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

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 December 31, 2021 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Pure Power Technologies, Inc. (“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

[SPONSOR AFFILIATE]

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

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

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

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

WHEREAS, PROJECT GAMECOCK, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish an industrial (manufacturing or distribution) facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$15,000,000 in taxable real and personal property; and

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

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

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

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

Section 3. County Council identifies and reflects the Project by this Resolution, 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: April 5, 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 agreement by and between Richland County, South Carolina and [Project Gamecock] to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: April 5, 2022 {Tentative}

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 AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT GAMECOCK] TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

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

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

WHEREAS, [PROJECT GAMECOCK], a _____ [authorized to transact business in the State], (“Sponsor”), desires to establish an industrial (manufacturing and/or commercial) facility in the County (“Project”) consisting of taxable investment in real and personal property of \$15,000,000; 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 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; and (ii) locating the Project in the Park.

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

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

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

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

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

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

Section 3. *Inclusion within the Park.* County Council confirms that the land associated with the Project has previously been located in the Park and hereby authorizes and approves the further expansion of the Park boundaries as may be necessary to include the Project in the Park. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries or confirm the prior location of the land within the Park. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), any expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 5, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT GAMECOCK]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [_____] , 2022

TABLE OF CONTENTS

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

ARTICLE VII
DEFAULT

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

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

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

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

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	[Project Gamecock]	
Project Location	[To Come]	
Tax Map No.	[To Come]	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30-Years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$15,000,000	
<ul style="list-style-type: none"> • Investment Period 	5-years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	0.4751	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	Failure to invest Contract Minimum Investment during the Investment Period results in loss of FILOT prospectively. Failure to invest Act Minimum Investment during Investment Period results in termination of the Fee Agreement and prospective and retroactive loss of FILOT.	
Multicounty Park	I-77 Corridor Regional Industrial Park	
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 GAMECOCK], a [_____] organized and existing under the laws of the State of [_____] (“*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) The Sponsor has committed to construct an industrial (manufacturing and/or distribution) facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$15,000,000;

(c) 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 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 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 [].

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$15,000,000.

“**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.

“**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 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 [], the Final Termination Date is expected to be [], 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.

“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 [].

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

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield, South Carolina, as may be amended.

“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 GAMECOCK] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an Inducement Resolution, as defined in the Act on April 5, 2022.

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

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

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

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

(b) The Sponsor intends to lease the Project to one or more industrial (manufacturing or distribution) end users, and use the Project for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. 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 with the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.4751, 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
[RESERVED]**

**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 D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D 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 D 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 representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(d) 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;

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the 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 \$5,000 in connection with the initial negotiation and approval of this Fee Agreement. 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.

Section 8.9 Cessation of Operations. Notwithstanding any other provision of this Fee Agreement, each of the Sponsor and any Sponsor Affiliates acknowledge and agree that the County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Sponsor and all Sponsor Affiliates cease operations at the Project. For the purposes of this Section, to "cease operations" means to close the Facility, or to cease production and distribution of products from the Facility, for a continuous period of twelve (12) months; provided, however, that operations shall not be deemed to have ceased so long as the Sponsor is actively marketing the Facility for lease, and is using reasonable commercial efforts to procure a new tenant for all or a portion of the Facility.

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:

[TO COME]

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: Brandon T. Norris
104 S. Main Street, Suite 700
Greenville, South Carolina 29601

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 credit to the Sponsor 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 GAMECOCK]

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 6.1)
DESCRIPTION OF CLAW BACK

In the event the Sponsor, together with all Sponsor Affiliates, shall fail to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Sponsor and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities (if applicable), school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Sponsor and Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Sponsor and such Sponsor Affiliates have made with respect to the Economic Development Property for the period through and including the end of the Investment Period.

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D on or before the later of the one hundred twentieth (120th) day following the last day of the Investment Period, or thirty (30) days following 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 D survives termination of this Fee Agreement.

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

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

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

WHEREAS, Project Laser, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish and/or expand certain manufacturing and related facilities in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of at least \$5,000,000 in taxable real and/or personal property and the creation of at least 51 new, full-time jobs; and

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

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

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

Section 2. County Council agrees to enter into 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 confirms the Project was identified by the County and reflected as of December 2021 and is adopting this Resolution to permit expenditures incurred in connection with the Project before and after the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

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

RESOLVED: April 5, 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 agreement by and between Richland County, South Carolina and Project Laser to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: April 5, 2022 {Tentative}

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 AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT LASER TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

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

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

WHEREAS, Project Laser (“Sponsor”) desires to establish and/or expand certain manufacturing and related facilities in the County (“Project”), which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$5,000,000 and the creation of, in the aggregate, at least 51, 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 Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park.

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

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

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

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

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

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

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project, to the extent not already so included, is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 5, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT LASER

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 202_

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations and Warranties of the County.....	[]
Section 2.2 Representations and Warranties of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V RESERVED. 	
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

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

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

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

- Exhibit A – Real Property Description
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**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 LASER	Section 1.1, Page []
Project Location		
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1, Page []
• Contract Minimum Investment Requirement	\$5,000,000	Section 1.1, Page []
• Contract Minimum Jobs Requirement	N/A	N/A
• Investment Period	5 years	Section 1.1, Page []
• Assessment Ratio	6%	Section 4.1, Page []
• Millage Rate	[] mills (lowest allowable)	Section 4.1, Page []
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1, Page []
• Claw Back Information	Terminate and claw back if investment does not reach Act Minimum Investment Requirement by the end of the Investment Period	Section 6.1, Page []
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1, Page []
Other Information	N/A	N/A

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 [_____, 202_], 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 Laser, a [_____] organized and existing under the laws of the State of [_____] ("**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) The Sponsor has committed to establish and/or expand certain manufacturing and related facilities ("**Facility**") in the County, which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$5,000,000 and the creation of, in the aggregate, at least 51 new, full-time jobs;

(d) By an ordinance enacted on [_____, 202_], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to establish and/or expand the Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"**Act**" means Title 12, Chapter 44 of the Code, as amended.

"**Act Minimum Investment Requirement**" means an investment of at least \$2,500,000 in the Project on or before the date that is five years from the Commencement Date, as set forth in Section 12-44-30(14) of the Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Act.

"**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 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 comprising the Project 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 shall be no later than December 31, 2025, though the Sponsor presently anticipates, and the County hereby acknowledges and agrees, that the Commencement Date will be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property in the Project of not less than \$5,000,000, in the aggregate, within the Project Compliance Period.

“**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.

“**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 comprising the Project placed in service within 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 now or hereafter acquired for use on or about the Real Property.

“**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 Agreement, as originally executed and as may be supplemented or amended as permitted herein.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is **[December 31,**

2056], the Final Termination Date is expected to be [January 15, 2058], which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements now or hereafter constructed on the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**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, it is the intent of the County and the Sponsor that the Investment Period be initially equal to the Project Compliance Period and, unless so extended, is expected to end on December 31, 2026.

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

“**Multicounty Park**” means the I-77 Corridor Regional Industrial Park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**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 the 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, only, with the exception of Replacement Property, to the extent placed in service in the Investment Period.

“**Project Compliance Period**” shall mean the period beginning on January 1, 2021 and ending at the end of the Investment Period.

“**Real Property**” means the land 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.

“*South Carolina Freedom of Information Act*” shall mean Title 30, Chapter 4 of the Code.

“*Sponsor*” means Project Laser and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on April 5, 2022 by adopting an Inducement Resolution, as defined in the Act, on April 5, 2022.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Project Compliance Period. The first Phase of the Project is to have been placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in **Section 10.1** of this Fee Agreement, 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 [_____] 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, 20__]**.

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 and such replacement occurs after the end of the Investment Period.

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 tax year corresponding to the property tax 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 for a particular 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 RESERVED

ARTICLE VI CLAW BACK

Section 6.1. Claw Back If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

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 which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of production at the Facility that continues for a period of twelve (12) consecutive months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in

addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“***Confidential Information***”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “***Confidential Information.***” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such Claim. The County shall provide a statement of 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 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 any 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 any 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, 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 such Claim.

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

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

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

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

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

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this

Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

||

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

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 or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor 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 expressly stated in the Fee Agreement to survive termination, shall 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 Agreement]

PROJECT LASER

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[To be inserted.]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

[SPONSOR AFFILIATE]

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

See attached.

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

A RESOLUTION

AFFIRMING THE USE OF CERTAIN REVENUES FROM THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK (“PARK”) AS REIMBURSEMENT FOR EXPENDITURES MADE TO ATTRACT TO AND LOCATE PROPERTY IN THE PARK

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), Richland County, South Carolina (“County”), a public body corporate and politic under the laws of the State of South Carolina, has jointly developed with Fairfield County, South Carolina (“Fairfield”) the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the operation of the Park is governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated September 1, 2018 (“Park Agreement”), between the County and Fairfield;

WHEREAS, pursuant to Section 3.02(c) of the Park Agreement, for “Revenues” (as defined in the Park Agreement) received by the County as “Host County” (as defined in the Park Agreement), the County may use such Revenues to reimburse itself for “expenditures made to attract to and locate any particular property in the Park”;

WHEREAS, the County together with the Richland Facilities Corporation (“Facilities Corporation”) closed on a plan of finance (“Plan of Finance”) pursuant to which the County acquired 1,349 acres of real property for the purpose of developing the Blythewood Business Park – a Class A business and industrial park located along Interstate 77 (“Blythewood Property”);

WHEREAS, as a part of the Plan of Finance, the County and the Facilities Corporation entered into an Installment Purchase and Use Agreement under which the County makes installment payments (subject to annual appropriation) to the Facilities Corporation, in the approximate aggregate annual amount of \$1.6 million (“Payments”);

WHEREAS, the County makes and expects to continue to make the Payments to the Facilities Corporation from the Richland County Industrial Park Fund (“Fund”);

WHEREAS, pursuant to Ordinance No. 034-19HR, the County deemed moneys expended from the Fund as an “expenditure made to attract to and locate particular property in the Park”;

WHEREAS, the County desires to confirm the use of certain Revenues to reimburse the Fund for the Payments as permitted by the Park Agreement and specifically identify such Revenues;

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

Section 1. Revenues for Reimbursement to the County. County Council affirms that the following Revenues may be used as a reimbursement to the Fund for the Payments pursuant to the terms of the Park Agreement:

1. Commencing in tax year 2021, additional revenues retained by the County from modifying the revenue split currently in effect on certain properties located in the Park as a result of the shift of certain properties from Phase I of the Park to Phase II of the Park pursuant to a Resolution of County Council adopted October 1, 2019;

2. A portion of the fee-in-lieu of *ad valorem* tax payments in the amount of \$1,000,000 made by Mark Anthony Brewing Inc. (“Mark Anthony”), under the terms of the Fee-in-Lieu of *Ad Valorem* Taxes

and Special Source Revenue Credit Agreement effective as of November 1, 2020, between Mark Anthony and the County; and

3. Twenty percent of any fee-in-lieu of *ad valorem* tax payments made by companies locating in the Blythewood Property.

Section 2. Commencement Date of Reimbursement to Fund. The Revenues identified by this resolution shall be deposited to the Fund as reimbursement for the Payment effective as of the date of the Resolution and immediately on receipt by the County.

Section 3. Further Assurances. County Council confirms the authority of the County Administrator and the Director of Economic Development, and various other County officials and staff, acting at the direction of the County Administrator or Director of Economic Development, as appropriate, to take whatever further action and to draft, execute, deliver and post whatever further documents as may be appropriate to effect this resolution.

Section 4. Savings Clause. If any portion of this resolution shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. General Repealer. Any prior resolution or order, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Adopted and effective the 5th day of April 2022.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina

Applicant Information

First Name *

RON

Last Name *

MIMS

Home Address *

108 STONEY POINT
LANE

Apt

City *

CHAPIN

State *

SC

Zip *

29036

**** Please enter a physical address. No PO Boxes. ****

Work Address *

108 STONEY POINT
LANE

Suite

City *

CHAPIN

State *

SC

Zip *

29036

Number *

(803)261-
0852

Type *

Home

Secondary Phone Type

Email Address *

RMIMS2661@GMAIL.COM

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Bachelor's

Professional Background

Professional Medical Sales Consultant

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested: ***

Airport Commission (9)

Reason for interest: *

To be a part of the implementation of airport operational and procedural policies

**Your characteristics/qualifications,
which would be an asset to**

Committee, Board or Commission: *

Commercial rated pilot, provide advice and structure on overall management and operations

Any additional information you wish to share:

**Recommended by a Council
Member? ***

Yes No

Council Member name(s): *

Allison Terracio

**Hours willing to commit each
month:**

15-20

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*
 Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*
 Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***
RON MIMS

Date Received
03/15/2021

Submit

Applicant Information

First Name*

LOUIS

Last Name*

DESSAU

Home Address* Apt

15 Myrtle Court

City*

Columbia

State*

SC

Zip*

29205

** Please enter a physical address. No PO Boxes. **

Work Address* Suite

1014 Greene
Street

City*

Columbia

State*

SC

Zip*

29208

Number*

(803)319-
0706

Type*

Mobil
e

Secondary Phone Type

8037771989

Wor
k

Email Address*

dessaul@moore.sc.edu

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Master's

Professional Background

International Business

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or

Commission in which interested: *

Airport Commission (9)

Reason for interest: *

Extensive experience in international air travel confident I could contribute constructive ideas

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: *

I have a pilots license, have travelled to over 50 countries and have been coordinating initiatives with Columbia airport on behalf of the Darla Moore school of Business at University of south Carolina.

Any additional information you wish to share:

Served on Richland County Transportation Commission 2007-2008

Served on city of Columbia Climate Protection Committee 2017-2020

Columbia International Festival Organizing Committee 2008-2020

French American Chamber of Commerce of Carolinas board of directors 2014-2106

Recommended by a Council

Member? *

Yes No

Council Member name(s): *

Allison Terracio

Hours willing to commit each

month:

40

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:

Resume (1)

Resume

[CCC - Resume - 10/26/2021 - Airport Commission \(9\) -](#)

Signature

I understand that checking this box and entering my name constitutes a legal signature *

First Name * **Last Name ***

Louis Dessau

Submit

LOUIS F. DESSAU, MBA
15 Myrtle Court
Columbia, South Carolina 29205 USA
Phone+1(803) 319-0706
ldessau@bellsouth.net

EXPERIENCE

- 2017-present **UNIVERSITY OF SOUTH CAROLINA**, Columbia, South Carolina USA
Employer Relations Aerospace, IT, Healthcare, Retail – Darla Moore School of Business
- Established collaboration Boeing, Capgemini Google, Microsoft Salesforce
 - Re-established cooperation with Lowe's, IBM, Honeywell,
 - Helped launch virtual job fairs in 2020 though research in 2019
 - Researching AI & Machine learning in corporate talent acquisition
 - Attended Talent Forum in Orlando, Florida February 2018
 - Presented at National Association of College Employers conference 2020, 2021
- 2015-2018 **UNIVERSITY OF SOUTH CAROLINA**, Columbia, South Carolina USA
Regional Director Mexico & Latin America – Global Carolina/ office of the Provost
- Negotiated MOU Universidad Catolica de Chile 2017
 - Hosted & participated in negotiations with visitors from University of Gothenburg 2017
 - Organized visit by school of journalism faculty to lecture at TEC Monterrey 2017
 - Helped set up study abroad trip to Cuba for honors college 2017
 - Represented Global Carolina at CONAHEC Conference University of Regina 2017
 - Developed & presented 3+1 double degree concept to 5 partner institution 2017
 - Represented Global Carolina at NAFSA 2015, 2017
 - Negotiated MOU Universidad de Habana 2016
 - Represented Global Carolina & presented at FAUBAI conference, Brazil 2016
 - Initiated negotiation of MOU for joint doctoral program Universidad Javeriana 2016
 - Organized & led visit of provost & vice provost to 8 institutions in Colombia 2015
 - Negotiated Doctoral collaboration Spanish literature agreement Universidad Guadalajara 2015
 - Initiated negotiation of MOU for Nano research with Aarhus University 2015
 - Initiated negotiation to expand cooperation with University Dauphine to political science 2015
 - Initiated negotiation to expand cooperation with PUC Rio to Nano research 2015
 - Represented Global Carolina at TIES Conference Universidad Cienfuegos, Cuba 2015
- 1995-2017 **UNIVERSITY OF SOUTH CAROLINA**, Columbia, South Carolina USA
Regional Director Latin America –International Activities – The Darla Moore School of Business
Chair Staff Advisory Council Moore School of Business 2007 -2008
Faculty Advisor Carolina Rotaract & Rotary Global Grant 2012, 2013, 2014, 2015, 2016,2017
McNair Scholar mentor 2014-2016
- Identified Pontifica Universidad Catolica, Colombia as accounting partner 2017
 - Coordinated seminar with University of Havana with Moore School faculty in Havana 2017
 - Hosted visit of Deans from TEC Campus Monterrey for doctoral negotiation 2017
 - Attended C.I.B.E.R./FDIB program Myanmar & Cambodia 2017
 - Initiated joint doctoral negotiation with TEC Campus Monterrey, Mexico 2016
 - Represented Moore School of Business AIEA conference Washington DC 2015
 - Negotiated & managed one week executive custom program for FGV/EBAPE 2015
 - Launched International Business of the Americas Program with Universidad de Chile Fen2014
 - Established collaboration with French American Chamber of Commerce of the Carolinas 2014
 - Implemented exchanges Dauphine – France, School of Economics Czech Republic 2014
 - Negotiated undergraduate reciprocal exchanges PUC Lima, PUC Rio, ORT Uruguay, 2013

- Launched Global MBA program in partnership with TEC de Monterrey 2013
- Helped develop first short term study abroad trip to Japan for undergraduate students 2013
- Negotiated MIB/MIM double degree with ESCP France 2012
- Negotiated existing exchanges from graduate to undergraduate programs at CBS & Aalto 2012
- Helped develop/implement CIBER/FDIB training trip United Arab Emirates & Egypt 2011
- Participated CIBER/FDIB training trip Czech Republic, Croatia, Turkey 2010
- Carried out two week overseas international IMBA field trip to Portugal & Spain 2007
- Grown revenues identifying cost effective projects abroad motivating corporate involvement
- Procured over 600 paid 6mo. internships (US, European, Russian, Latin American firms)
- Participated with other major business schools on research trip to Havana, Cuba 2006
- Increased student recruitment implementing student/company problem solving approach
- Carried out alumni events in France, Spain, Peru, Russia, Brazil, Mexico, Chile, Argentina.
- Managed overseas graduate studies: Oman, Spain, Mexico, Brazil, Russia, France, Morocco.

2007- 2016 **COLUMBIA COLLEGE**, Columbia, South Carolina USA

Adjunct Professor (International Business 401 – Department of Business & Economics)

- Teach a fall evening class of seniors focusing on women in international business
- Arrange for guest speakers from industry involved in international commerce
- Organized course in such a manner to stimulate an interest in graduate studies with cases
- Incorporated state of the art tools IE. PowerPoint presentation, internet usage, videos
- Arranged guest speakers: US Dept. Commerce, DHL, Maersk Line,

1993-1995 **FIABILA, S.A.** Paris, France

International Sales Manager (Specialty chemicals producer for the cosmetic industry)

- Generated revenues in emerging markets including Turkey, Romania, Czech Republic
- Developed business partnerships with new clients in France, Spain, Argentina
- Initiated USD 2 million joint venture, identified financing in Mexico and France
- Completed market research/feasibility studies for Mexico, U.A.E. & Pakistan

1991-1993 **TECHNOMED INTERNATIONAL, S.A.** Paris, France

Area Manager (High Tech Medical Equipment manufacture ie laser, lithotripter, Prostatron)

- Achieved sales objectives of USD 3 million despite recession with aggressive fieldwork
- Negotiated sales contracts in Argentina, Brazil, Bolivia, Mexico, Spain, and Venezuela
- Analyzed market and effectively reorganized distributor network in Latin America
- Coordinated trade fair participation in Andorra, Spain, and Brazil

1984 -1989 **KOSAN CRISPLANT a/s**, Aarhus, Denmark

Export Manager (Liquid Petroleum Gas bottling plant manufacturing firm)

- Developed in excess of USD 60 million of business by obtaining project financing
- Negotiated projects with World Bank and Danida financing in Ghana and Bolivia
- Obtained major projects in Spain, Portugal, Chile, Curacao, Ecuador, Nigeria, and Algeria
- Managed corporate presence at trade fairs in Sao Paulo, San Francisco, Monte Carlo

1980 - 1984 **PROCESS ENERGY SERVICES INC.**, Houston, Texas USA

Treasurer & Consultant (Consulting for the Latin American oil industry)

- Generated USD300K with oil & gas related projects in Venezuela, Mexico, and Bolivia
- Implemented microcomputer applications for finance, accounting and inventory

1978 **LAGOVEN S.A. (PDVSA)** Amuay Refinery-Judibana, Estado Falcon Venezuela (Intern)

EDUCATION

- 1990 Master Business Administration, **ESCP-EAP European School of Management**, Paris, France
(MS) European and International Business Diplome Accredite par la conference des Grandes Ecoles
- 1980 Bachelor Business Administration, **Florida State University**, Tallahassee, Florida USA
- 1975 High School Diploma, **Kent School**, Kent, Connecticut USA

LANGUAGES

Danish, English, French, Spanish, Portuguese

COMPUTER

Word, Excel, PowerPoint, Internet, e-mail, Salesforce, PhotoDraw, Picasa, HTML

INTERESTS

Certified Scuba Diver – PADI Advanced open water 1998 / YMCA 1974
FAA Private Pilot License 1983
Export consulting & translation “Dessau International, Inc.” since 1991
Appointment to the Climate Protection Action Committee City of Columbia 2015 - 2017
Columbia College, Columbia SC Business Advisory Board 2006 -2016
Rotary Club of Five Points, Columbia, SC

- Member board of directors 2017-2018,
- President 2011-2012
- Vice-President 2012-2013
- President Elect 2010-2011
- Secretary 2009-2010
- Gift of Life Chair, completed projects Bolivia, Panama 2007-2009
Completed Rotary Leadership Institute training 2006

The Nordic Club, Columbia, SC – Founder & member (Established 2003)
French American Chamber of Commerce – Board of Directors 2014 - 2016
Columbia Council For Internationals – Board member 2010 - 2012
Columbia International Festival – Organizing Committee 2008 -2020
Alliance Française de Columbia, SC – Vice-Président 2005- 2010
Richland County Transportation Commission – Volunteer 2007-2008
Columbia Museum of Art & Design League – Member
Carolina Rotaract – Faculty advisor 2012, 2013, 2014, 2015, 2016, 2017
Rotary Global Grant Scholarship advisor
Photography & u/w photography, Habitat for Humanity, Travel, Golf, Ebay

LECTURING

University of Chile School of Business –“Moore Doing Business in America” 2017
NAFSA Conference Los Angeles – University of South Carolina Poster Session 2017
University of South Carolina initiatives in Latin America – Rotary Club Sumter 2016

Business links between South Carolina and Chile – Universidad de Chile Fen 2016
Underwater Photography & its evolution – University of South Carolina Scuba Club 2016
Cultural aspects of doing business in Argentina, Brazil, & Cuba Delta Sigma Pi 2015
Doing business in South Carolina – FGV EBAPE Executive Ed Program 2015
Study Abroad Chile for IMBA program coordinated with Univ. de Chile FEN 2012-2013
International Internship panel - NAFSA convention 2013
Study Abroad to Guadalajara & Monterrey Mexico coordinated with ITESM 2010-2013
CIBER International Short Term Study abroad - presentation NAFSA convention 2012
Delta Airlines & Peru - Rotary Club of Five Points 2012
CIBER NASBITE Development of overseas internship programs 2011
Effective Internships in International Business – ExpoManagement Sao Paulo 2010
DMSB 708 Cross Cultural Negotiations 2006-2009
DMSB 441 Doing Business in Latin America 2006-2009
Tec de Monterrey Campus Guadalajara, Mexico “Caso de Colores (for MBAs Spanish)
Fundacao Getulio Vargas ISAE – Curitiba, Brazil Success of MIBS Program (Portuguese)
South Carolina Department of Commerce – Doing Business with Brazil 2008
Midlands International Trade Association – Doing Business with Brazil 2008
Introduction to US Economic System – EPI (Fulbright sponsored) 2006
Track Manager/ lecturer MIBS Program for French, Portuguese, Russian tracks 1995-2005

Applicant Information

First Name *

CYNTHIA

Last Name *

BLAIR

Home Address *

3908 MacGregor
Drive

Apt

City *

Columbia

State *

SC

Zip *

29206

** Please enter a physical address. No PO Boxes. **

Work Address *

700 Huger
Street

Suite

102

City *

Columbia

State *

SC

Zip *

29201

Number *

(803)240-
2020

Type *

Mobil
e

Secondary Phone

8038816901

Type

Wor
k

Email Address *

cynthia@blaircato.com

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Doctoral

Professional Background

Blair Cato Pickren Casterline, LLC 2014-present
Rogers Townsend & Thomas, PC 2002-2014

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested: ***
Board of Assessment Appeals (7)

Reason for interest: *

As a real estate attorney, I understand the laws surrounding
tax assessments. I believe I would be an good asset to the
Board.

**Your characteristics/qualifications,
which would be an asset to
Committee, Board or Commission: ***

I am an attorney whose practice is
centered around real estate law.

Any additional information you wish to share:

**Recommended by a Council
Member? ***

Yes No

Council Member name(s):

**Hours willing to commit each
month:**

As needed.

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*
 Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*
 Yes No

If so, describe:*

I have an interest in a company that owns real estate in Richland County.

Resume (1)

Resume

[CCC - Resume - 10/1/2021 - Board of Assessment Appeals \(7\) -](#)

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name* **Last Name***
Cynthia Blair

Submit

Cynthia Durham Blair

Blair Cato Pickren Casterline, LLC

Education

- University of South Carolina, Master of International Business Studies, 1995
- University of South Carolina School of Law, Juris Doctor, 1992
- Florida State University, Bachelor of Science in Multinational Business, 1990

Admissions

- South Carolina Bar, 1993
- Florida Bar, 1995
- United States District Court for South Carolina, 2001
- United States District Court for the Northern District of Florida, 2001
- United States District Court for the Southern District of Florida, 2001
- United States Supreme Court, 2006

Associations & Memberships

- American Land Title Association
 - President, 2018-2019
 - Board Governor, 2014-2020
 - Agents & Abstracters Section Executive Committee, 2014-2017
 - Agents & Abstracters Section Chair, 2015-2017
 - Chair, Digital Closing Committee, 2019-Current
 - Best Practices Executive Committee
 - Government Affairs Committee
 - Liaison Committee with NAIC
 - Title Action Network Committee
 - Homebuyer's Outreach Program Committee
 - Our Values Committee
 - Title Action Network Committee
 - Title Industry Political Action Committee
- South Carolina Bar
 - Real Estate Section Council
 - Chair, 2016-2017
 - Council Member
 - Ethics Advisory Committee
 - Convention Committee
- Mortgage Bankers of the Carolinas, SC Associate Director, Legislative, Board of Directors (2019-Current)
- Palmetto Land Title Association
 - President, 2006-2007
 - Board Member, 2003-2008
- Central Carolina Association of Realtors, Member
- Building Industry Association of Central South Carolina, Member
- Mortgage Lenders Association of Greater Columbia
 - President
 - Board Member

Awards & Recognitions

- National Title Professional



700 Huger Street, Suite 102 | Columbia, SC 29201 | 803-400-8600

Cynthia Durham Blair

Blair Cato Pickren Casterline, LLC

- 2018 Attorney of the Year– Readers of *The State*
- 2013 Leadership in Law Award, SC Lawyer Weekly
- Gold Compleat Lawyer Award, University of South Carolina School of Law, 2014
- J. Lee McDonald Award
- Palmetto Center for Women, TWIN Honoree, 2015
- Leadership South Carolina, Class of 2012
- 2019 Best Law Firm- Readers of *The State*
- 2018 Best Law Firm- Readers of *The State*
- 2017 Best Law Firm- Readers of *The State*
- Greater Columbia Business Monthly's Midlands' Legal Elite 2011-2014
- [A/V Preeminent Attorney Peer Review Rated- Martindale-Hubbell \(Top 5% Nationally\)](#)

Title Agent

- Chicago Title Insurance Company
- Fidelity National Title Insurance Company
- Old Republic National Title Insurance Company
- Stewart Title Guaranty Insurance Company
- WFG National Title Insurance Company
- Westcor Land Title Insurance Company

Licenses

- LLR Certified Continuing Educational Instructor for Real Estate Licensee

Community Involvement

- Midlands Leukemia & Lymphoma Society Woman of the Year, 2006
- Midlands Leukemia & Lymphoma Society Team Captain, 2017
- Midlands Heart Association Go Red for Women Executive Leadership Team 2012-2014
- South Carolina Small Business Development Centers Board of Directors – 2019-Current



700 Huger Street, Suite 102 | Columbia, SC 29201 | 803-400-8600

Applicant Information

First Name*

KHALI

Last Name*

GALLMAN

Home Address* Apt

309 Valhalla
Drive

City*

Columbia

State*

SC

Zip*

29229

** Please enter a physical address. No PO Boxes. **

Work Address* Suite

1711 Gervais
Street

City*

Columbia

State*

SC

Zip*

29201

Number*

(803)922-
5310

Type*

Mobil
e

Secondary Phone Type

Email Address*

khali.gallman@cbrealty.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Master's

Professional Background

I am a licensed Realtor with Coldwell Banker Midtown, where I specialize in residential resales and new construction in Richland, Lexington and Kershaw counties. I also have 15 years' experience in marketing and public relations, where I have worked for the City of Columbia, Durham County, and State of North Carolina. I received a Bachelor of Science degree in Management and Marketing in 2007 from Florida A&M University, and I received a MBA from the Darla Moore School of Business at University of South Carolina in 2016.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested: *

Board of Assessment Appeals (7)

Reason for interest: *

As a Realtor, I have encountered numerous clients from all walks of life who do not understand the real property valuation. I am a compassion person who leads, but listens to comments and concerns of others. I believe this position would hone my real estate skills and knowledge for my hometown while giving the opportunity to serve and help the public.

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: *

Community Outreach, Strategic Planning, Public Speaking, Comparative Market Analysis Preparation, Research and Development, Effective Communication, Team Player

Any additional information you wish to share:

Recommended by a Council

Member?*

Yes No

Council Member name(s):

Hours willing to commit each

month:

up to 25 hours

Conflict of Interest Policy

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:

Resume (1)

Resume

[CCC - Resume - 11/5/2021 - Board of Assessment Appeals \(7\) -](#)

Signature

I understand that checking this box and entering my name constitutes a legal signature *

First Name * **Last Name ***

Khali

Gallman

Submit



Khali Gallman

**PR CONSULTANT
AUTHOR
APP CREATOR
REALTOR**

EDUCATION

Master of Business Administration
Concentrations:
Management & Marketing
University of South Carolina, 2016

Bachelor of Science
Concentrations:
Marketing & Management
Florida A&M University, Cum Laude, 2007

TECHNICAL SKILLS

- Microsoft Office Suite
- MailChimp
- Adobe Creative Suite
- Social Media
- Survey Monkey
- Doodle Poll
- Canva
- Hootsuite
- SharePoint
- SquareSpace
- Trello
- Wordpress

CONTACT

803.922.5310
khali.gallman@gmail.com
www.epitome-llc.com

PROFESSIONAL EXPERIENCE:

INDEPENDENT BUSINESS OWNER

Epitome. LLC
Oct 2011 - Present

- Act as chief owner and operator, leveraging all aspects of product and service development and implementation for internal and external clients;
- Work with small businesses, government entities, nonprofits, and individual clients to assist with public relations and marketing needs, including: press releases, websites, media relations, app consultation, crisis communications, social media, etc.;
- Prepare young adults for the professional workforce by offering résumé writing services, professional development seminars, and personal career coaching;
- Encourage travel, exploration and networking opportunities via the Not Just Spring Break® and Soda City Certified™ mobile apps

APP CREATOR

Soda City Certified™ Mobile App
Apr 2019 - Present

- Soda City Certified™ is Columbia's only mobile application that connects residents, visitors, and businesses in the Capitol City. Users are informed about events, attractions, and local deals, and are encouraged to network with individuals in the Columbia metropolitan area.
- Soda City Certified™ is available for free on iTunes and Google Play. Visit www.SodaCityCertified.com for more information.

Not Just Spring Break® Mobile App
Oct 2014 - Present

- Not Just Spring Break® is the only app to feature nationwide urban events. Events include: concerts, festivals, comedy shows, parties, comedy shows, career fairs, health & wellness expos, HBCU games & classics, sporting events, vacation getaways, conferences, and other networking opportunities. Users can search for events by date, location, and price.
- Cities featured include: New York, Atlanta, Washington, DC, Charlotte, Chicago, Philadelphia, Houston, New Orleans, Dallas, Cleveland, Los Angeles, Miami, Detroit, and more. Vacation getaways include: the Caribbean and South America, Canada and Africa.
- Not Just Spring Break® is available on iTunes and Google Play for only 99 cents. Visit www.NotJustSpringBreak.com for more information.

AUTHOR

Good on Paper, Great in Person
Oct 2015 - Present

- Good on Paper, Great in Person is a comprehensive professional development and career readiness book for new workforce entrants. It offers tips and tools for millennials, and examines the entire career search process. This includes how to: search for a job, fill out a job application, create a resume, dress to impress, prepare for a job interview, handle rejection, maintain employment, and decide if the job is a good fit. The book also tackles the importance of networking and building relationships.
- Available on Amazon.com, BarnesandNoble.com, 37466398 and LuLu.com.



Khali Gallman

PR CONSULTANT
AUTHOR
APP CREATOR

CORE COMPETENCIES

- Internal & External Communications
- Crisis Communications
- Media Relations
- Press Releases
- Marketing & Advertising Campaigns
- Fundraising & Crowdfunding
- Event Planning
- Training & Development
- Community Outreach
- Brand Marketing
- Speech/Business Writing
- Media Kit Creation
- Social Media Monitoring
- Group Presentations & Facilitation
- Copywriting
- Content Marketing
- Strategic Planning
- Budget Monitoring
- Event Photography
- Press Conferences
- Newsletter Creation
- Strategic Partnerships
- FEMA Communications
- Public Speaking
- Media Interview Training
- Legislative Presentations
- Grant Writing
- Photojournalism

CONTACT

803.922.5310
khali.gallman@gmail.com
www.epitome-llc.com

PROFESSIONAL EXPERIENCE (CONTINUED)

PUBLIC INFORMATION DIRECTOR

*South Carolina Department of Health and Environmental Control
Apr 2019 - Dec 2019*

- Served as member of the South Carolina Department of Health and Environmental Control (SCDHEC)'s team of public outreach directors in the Division of Communications and Public Affairs;
- Developed local and national health-related content for the Live Healthy SC blog and update weekly, with an average viewership of 125-500+ views per post;
- Updated SCDHEC website as needed;
- Collaborated with Media Relations, Constituent Services, and Creative Services to draft and edit materials for statewide health programs and grants;
- Researched marketing and advertising best practices to effectively disseminate targeted promotional materials in cost-efficient ways;
- Oversaw the communications internship program and assigned college students opportunities for public information advancement via content development for social media and general business writing;
- Served as member of the Strategic Planning Champions Committee with key stakeholders in various SCDHEC divisions with the purpose of creating and sustaining employee engagement;
- Acted as primary anchor and interviewer of the "Stronger Together" internal and external campaign that creates awareness about statewide SCDHEC partnerships and initiatives;
- Served as co-chair of the Worksite Wellness Committee to support cross-agency collaboration for approximately 3,500 employees.

COMMUNICATIONS & PUBLIC RELATIONS MANAGER INFORMATION & COMMUNICATIONS SPECIALIST

*DURHAM COUNTY PUBLIC HEALTH
Mar 2015 - Apr 2019*

- Acted as primary public information officer for the Durham County Department of Public Health (DCoDPH) disseminating relevant and timely information for internal and external audiences;
- Responsible for marketing and communications duties for six divisions, including: Administration, Environmental Health, Nutrition, Dental, Health Education, and Community Health;
- Developed and distributed monthly content, including: press releases, media kits, flyers and graphics, social media, website, lobby monitor displays, signage, and other memoranda for DCoDPH employees, public, and other Durham County departments;
- Created annual marketing budgets for organizational and divisional efforts;
- Managed, trained, and ran payroll for two part-time employees;
- Drafted content for the annual report, division brochures, and business cards;
- Established Community Connections, a monthly email newsletter for local government officials and community stakeholders about Durham's public health information, food recalls, health events and webinars, observances, etc.;
- Created DCoDPH Instagram account, and increased Facebook page 'likes' by 33% and Twitter followers by 38%;
- Reported quantitative and qualitative measures of outreach, social media, media inquiries, and media spots for monthly Public Health Director's Report;
- Maintained The Pulse, a monthly internal newsletter to spotlight employee information and encourage employee camaraderie for 375 employees;



Khali
Gallman

PR CONSULTANT
AUTHOR
APP CREATOR

CERTIFICATIONS & ASSOCIATIONS

- Certified Professional Résumé Writer
- National Association of Workforce Development Professionals
- Professional Association of Résumé Writers & Career Coaches
- Southeastern Employment & Training Association
- Board Member, Columbia Opportunity Resource
- VP of Special Events and Projects Black Public Relations Society (Columbia Chapter)
- Greater Columbia Chamber of Commerce Leadership Columbia Graduate
- American Public Health Association
- The Girl Friends, Inc.
- The MOLES, Inc.

CONTACT

803.922.5310
khali.gallman@gmail.com
www.epitome-llc.com

PROFESSIONAL EXPERIENCE (CONTINUED)

COMMUNICATIONS & PUBLIC RELATIONS MANAGER INFORMATION & COMMUNICATIONS SPECIALIST

DURHAM COUNTY PUBLIC HEALTH
Mar 2015 - Apr 2019

- Produced the Living Healthy television program, a bilingual (English and Spanish) show that aired nightly on DTV8
- Initiated partnerships with local organizations and colleges to expand our reach and create awareness about DCoDPH programs and initiatives;
- Supervised up to two employees as well as the volunteer participant program and assigned writing, photography, videography, and general content coordination for county publications, media releases, and social media platforms;
- Spearheaded the Communications Liaisons Division Team monthly meeting, and participated as a member of the Partnership for a Healthy Durham Communications Committee and Durham County Emergency Management Communications Team;
- Scheduled media interviews, appearances, and press conferences for Public Health Director and leadership team;
- Received Employee of the Quarter recognition in March 2017.

MARKETING OUTREACH SPECIALIST

NORTH CAROLINA HOUSING FINANCE AGENCY
July 2012 - July 2014

- Traveled throughout the state to educate North Carolina homeowners about the Foreclosure Prevention Fund (NCFPF), established by the U.S. Department of Treasury's Hardest Hit Fund;
- Developed marketing strategies to create awareness and network with community members and establish partnerships via presentations, community events, fairs, churches, municipalities, chambers of commerce, schools, etc.;
- Met with displaced workers as a member of Governor's Rapid Response teams, conducted via the NC Workforce Development Boards and held sessions for large employers and organizations that may be readying displaced workers;
- Assisted with accomplishing the goal of saving 21,000 North Carolina homeowners from foreclosure; (Approximately 16,500 to date)
- Trained NCFPF staff about updated federal laws and regulations as it pertains to the program.

OTHER EXPERIENCE

PUBLIC RELATIONS COORDINATOR

City of Columbia, Columbia, South Carolina
Feb 2008 - May 2012

INSTRUCTOR/OUTREACH COORDINATOR

The Paxen Group, Tallahassee, Florida
May 2005 - Dec 2007

Applicant Information

First Name*

REBECCA

Last Name*

DENISI

Home Address*

117 Silver Fox
Lane

Apt

City*

Columbia

State*

SC

Zip*

29212

** Please enter a physical address. No PO Boxes. **

Work Address*

1600 Hampton
Street

Suite

809
N

City*

Columbia

State*

South
Carolina

Zip*

29208

Number*

(803)319-
2633

Type*

Mobil
e

Secondary Phone Type

Email Address*

rmdenisi@gmail.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Master's

Professional Background

Accounting in industry, for the IRS, public accounting, and a SC state agency.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested: *

Transportation Penny Advisory
Committee (15)

Reason for interest: *

I have heard that this tax was created at least partially to fund the repair of our roads. I would like to participate in the oversight of those expenditures as the taxpayers have approved it.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: *

I would like to serve my community any way I can. This particular tax is of interest to me as an accountant and as a citizen. I believe in conducting myself by the book, and I believe our institutions and governments should do the same. I believe my heavily audit background would help in the oversight of this spending.

Any additional information you wish to share:

Recommended by a Council Member? *

Yes No

Council Member name(s):

Hours willing to commit each

month:

5

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:*

I am not sure if being employed by a state institution qualifies, so I am disclosing that I work for the University of South Carolina.

Resume (1)

Resume

[CCC - Resume - 9/1/2021 - Transportation Penny Advisory Committee \(15\) -](#)

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***

Rebecca

DeNisi

Submit

Rebecca DeNisi

Rmdenisi@gmail.com
Phone: 803-319-2633
117 Silver Fox Lane
Columbia, SC 29212

EXPERIENCE

University of South Carolina, Columbia, SC July 2021 - Present
Budget Analyst

- Provide weekly and monthly budget to actual analysis of tuition and tuition budget model allocations
- Conduct ad hoc reviews and analysis as requested for tuition related inquiries
- Monthly reviews of budget to actuals for multiple business units across the University system
- Annual Budget Development and specifically fee related items

University of South Carolina, Columbia, SC June 2017 - July 2021
Post Award Administrator

- Manage portfolio of over 500 grants across 52 departments at the University
- Provide gateway for Professors and Business Managers to access grant funding in accordance with their established budgets
- Analyze grants through PeopleSoft queries and University systems as part of portfolio cleanup efforts covering the University's transition to PeopleSoft
- General accounting tasks including journal entries, journal vouchers, budget & budget limit adjustments, billing, financial reporting, and expense research
- Participated in Purchasing training to provide better customer service, developed process narratives, and initiated individual tracking system for portfolio

KPMG, LLP, Washington, DC; Charlotte, NC; Columbia, SC July 2014 - May 2017
Senior Audit Associate

- Training both in-person and self-study in audit techniques and professional knowledge
- Performed audit procedures for Federal, State/Local, private and public clients over cash, revenue, liabilities, debt, inventory, retirement, eligibility, and OMB compliance
- Supervised and coached externs, interns, and associates
- Gained experience with data retrieval in Oracle
- Rotation in Information Management Office in Monitoring and Compliance

Internal Revenue Service, Columbia, SC June 2009 - August 2013
Revenue Agent

- Classroom training in Individual Form 1040, 1120, 1065 & 1120S tax returns
- Trained in government field audit techniques and procedures
- Interacted professionally on a daily basis with taxpayers, CPAs, and tax attorneys
- Continuously maintained casework load of over 20 tax returns
- Consistently worked 2-3 Preparer Projects per year
- Selected to be the office Small Business Health Care Credit specialist

EDUCATION

North Carolina State University, Raleigh, North Carolina
Masters of Accounting, May 2014

University of South Carolina, Columbia, South Carolina
Bachelor of Science in Business Administration, May 2008

ORGANIZATIONS

Alpha Kappa Psi - Alumni member, Chapter Adviser of the Year, Volunteer
Beta Alpha Psi - Alumni member
Junior League of Columbia - General Membership Meeting Committee

HONORS

Manager's award for time and effort above and beyond on various Preparer Projects (IRS)
Performance awards from various managers for performance above and beyond (KPMG)

SKILLS

Word, Excel, PowerPoint, PeopleSoft, Finance Intranet, IDEA
Experience in researching the following sources: Internal Revenue Manual (IRM), Internal Revenue Code (IRC), Lexus Nexus, West Law, FASB Codification, AICPA standards, SEC Regulations, PCAOB Regulations, and IASB Standards.

Applicant Information

First Name *

SHEILA

Last Name *

HARRIS

Home Address *

127 Traditions
Circle

Apt

City *

Columbia

State *

SC

Zip *

29229

** Please enter a physical address. No PO Boxes. **

Work Address *

5937 Two Notch
Road

Suite

Suite
C

City *

Columbia, SC 29223

State *

SC

Zip *

29223

Number *

(803)463-
8100

Type *

Mobil
e

Secondary Phone Type

Email Address *

sheilavharris1725@gmail.com

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Associates

Professional Background

I am federally licensed Residential Lender with 26 years of Banking & Finance experience.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or

Commission in which interested: *

Transportation Penny Advisory
Committee (15)

Reason for interest: *

I have a passion to serve the people of Richland County, it is a wonderful area to live.

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: *

I have 26 years of banking & finance experience, preparing budget and reports. Also, I have served in various positions in the community to help build the lives of Richland County residents.

Any additional information you wish to share:

Recommended by a Council

Member? *

Yes No

Council Member name(s):

Hours willing to commit each month:

30

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:

Resume (1)

Resume

[CCC - Resume - 11/9/2021 - Transportation Penny Advisory Committee \(15\) -](#)

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***

Sheila Harris

Submit

Sheila V. Harris
127 Traditions Circle
Columbia, SC 29223
803-463-8100 Direct Phone
sheilavharris1725@gmail.com

Sheila V. Harris

Objective My objective is to assist Branch Manager on oversight of branch management, business development, recruiting and relationship management with customers and clients. To aid in the process of leading the branch in meeting or exceeding all branch/company goals.

Experience 2019, February – Present **Guarantee Rate Affinity**
Vice President of Lending - Columbia, South Carolina

Originator and manufacture residential mortgage loans.
Develop a relationship with local realtors, branch managers.
Build and develop outside realtor agents and self-sourced leads.
Recruit and provide support to mortgage team and affiliates.
Develop a detailed sales and marketing plan annually.
Processing & Originate FHA/VA, Conventional Mortgage Loans.
Communicate with clients, agents and upper management.
Direct communication with attorney, appraisal, vendors.
Review credit and income for loan qualification.
Monitor process from contract to close of all loans.
Provide training and public presentations for weekly sales meetings.
Provide mortgage info and training to real estate agents.
Partner with Broker-in-Charge and Mortgage Manager team.
Host open houses and other events

January 2005- February 2019 **Elite Property Realtors Inc.**
Assistant Sales Manager - Columbia, South Carolina

Assist the sales agents and broker owner in contract review.
List and sell residential real estate.
Negotiate purchase agreements and contracts with buyers and sellers
Host open houses and other events
Prepare market analysis to help determine property value
Educate clients on basic real estate procedures
Verify and disclose property facts to clients
Assist buyers in mortgage preparations.
Design marketing plans and strategies for sales.
Provide reports and assist in MLS updates.
Worked concurrently with mortgage lending firm.

July 2018 - February 2019 **Acre Mortgage & Financial Services**
Branch Sales Manager - Columbia, South Carolina

- Originator and manufacture residential mortgage loans.
- Develop a relationship with local realtors, branch managers.
- Build and develop outside realtor agents and self-sourced leads.
- Recruit and provide support to mortgage team and affiliates.
- Develop a detailed sales and marketing plan annually.
- Processing & Originate FHA/VA, Conventional Mortgage Loans.
- Communicate with clients, agents and upper management.
- Direct communication with attorney, appraisal, vendors.
- Review credit and income for loan qualification.
- Monitor process from contract to close of all loans.
- Provide training and public presentations for weekly sales meetings.
- Provide mortgage info and training to real estate agents.
- Partner with Broker-in-Charge and Mortgage Manager team.
- Train and provide onboarding of new loan officers.

2014, Sept. – Dec. 2017 **DHI Mortgage a DR Horton Company**
Branch Supervisor – Columbia, South Carolina

- Oversight entire Mortgage Branch Operation.
- Manage and oversee Mortgage Loan Officer.
- Manage sales and branch operations report.
- Execute captive rate goals set by upper management.
- Communicate with builder manager and sales team trends and updates.
- Process all phases of residential/government mortgage loans.
- Conforming and Non-Conforming Mortgage Loans.
- Providing second level underwriting reviews for MLO.
- Train and recruit new loan officers.
- Processing & Originate FHA/VA, Rural Housing Mortgage Loans.
- Management and oversight of marketing and strategy growth plans.
- Empower/Encompass Loan Origination Software trained.
- Experienced in DU/LP underwriting systems.
- Review credit and income for loan qualification.
- Assign MLO to subdivision and oversee sales meetings with agents.

2010, Sept. – April 2014 **First Citizens Bank.**
Closing Coordinator/Processor – Columbia, South Carolina

- Providing second level underwriting reviews for MLO.
- Processing & Originate FHA/VA, Rural Housing Mortgage Loans.
- Management and oversight of marketing and strategy growth plans.
- Encompass Loan Origination Software trained.
- Experienced in DU/LP underwriting systems.
- Review credit and income for loan qualification.
- Performs other duties as assigned.
- Calculates taxes and fees associated with loan purchases and sends alerts.
- Prepare closing documents for attorney's office.

2010, Sept. – April 2014 Mortgage Lenders Direct
Sr. Loan Originator Manager - Columbia, South Carolina

Process all phases of residential mortgage loans.
Conforming and Conforming FHA/VA Rural Housing Mortgage Loans.
Overseeing and Managing 25 plus loan officers.
Strong computer knowledge in desktop underwriter.
Problem solving concerning title and escrow matters.
Hiring and training of new loan officers.
Review credit and income for loan qualification with credit signing authority.

1997 Sept. – September 2010 Professional Mortgage Brokers
Loan Originator Manager - Columbia, SC

Originate and manage mortgage loan process.
Personally, originated loans in excess of one million dollars per month.
Assist Hired and trained all new employees.
Managed all advertisement efforts.

Education

University of South Carolina Cola, South Carolina
Graduate - Associate of Science, in Business Administration
Area of Concentration: Finance & Marketing

Interests

Working in Ministry and community service, Spending time with family as well as working within the real estate and mortgage industry.

Professional

Licensed Mortgage Loan Originator
Licensed Real Estate Agent
South Carolina Notary Public

Reference:

Upon Request

Applicant Information

First Name*

CANDACE

Last Name*

PATTMAN

Home Address* Apt

16 Staunton
Court

City*

Columbia

State*

SC

Zip*

29229

** Please enter a physical address. No PO Boxes. **

Work Address* Suite

501 Main St

City*

Blythewood

State*

SC

Zip*

29016

Number*

(843)731-
6170

Type*

Mobil
e

Secondary Phone Type

Email Address*

Candace.Pattman@gmail.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Doctoral

Professional Background

An accomplished professional educator who is student focused and eager to bring twenty-first century designs with a unique combination of educational and virtual experience in digital integration. Several years of experience working with K-12, post-secondary students, and the general public has cultivated my ability to create favorable learning environments for students and teachers. A dynamic and motivated leader who is a team player with a long track record of collaborating to establish and strengthen partnerships with community agencies and educational institutions.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested: *

Transportation Penny Advisory
Committee (15)

Reason for interest: *

I believe that there should be diverse voices on each committee that can provide a balanced approach to changes that need to be made for Richland County. I would like to provide that voice and help to implement change to ensure the success of Richland County as we continue to grow.

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: *

- Intentional Inclusionist
- Change Embracer
- High-energy, confident professional enthusiast
- Results-oriented and people-focused.
- Analytical problem-solver.
- Trauma Informed Educator
- Restorative Practitioner
- High-quality communication with diverse populations of students and adults.

Any additional information you wish to share:

Recommended by a Council

Member?*

Yes No

Council Member name(s):*

Gretchen Barron

Hours willing to commit each month:

20

Conflict of Interest Policy

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:

Resume (1)

Resume

CCC - Resume - 11/18/2021 - Transportation Penny Advisory Committee (15) -

Signature

I understand that checking this box and entering my name constitutes a legal signature *

First Name * **Last Name ***

Candace Pattman

Submit

Candace M. Pattman

16 Staunton Ct. Columbia, S.C. 29229
(843) 731-6170 | cpattman@richland2.org

PROFESSIONAL SUMMARY

An accomplished professional educator who is student focused and eager to bring twenty-first century designs with a unique combination of educational and virtual experience in digital integration. Several years of experience working with K-12, post-secondary students, and the general public has cultivated my ability to create favorable learning environments for students and teachers. A dynamic and motivated leader who is a team player with a long track record of collaborating to establish and strengthen partnerships with community agencies and educational institutions.

PROFESSIONAL QUALIFICATIONS

- Intentional Inclusionist
- Change Embracer
- High-energy, confident professional enthusiast
- Results-oriented and people-focused.
- Analytical problem-solver.
- Trauma Informed Educator
- Restorative Practitioner
- High-quality communication with diverse populations of students and adults.

PROFESSIONAL WORK EXPERIENCE

Science Professor, June 2016-present

Content: Integrated Physical Science
Western Governors University, SLC, Utah

Certified Science Teacher, High School, August 2019 to present

Subjects Taught: Biology I, Biology II, Environmental Science, Study Skills

Blythewood Academy, Blythewood, SC

Certified Science Teacher, Middle/Summer School, March 2019 to July 2019

Subjects Taught: Science 6, Science 7, Science 8
Blythewood Academy, Blythewood, SC

Certified Science and Advisory Teacher, High School, August 2014 to March 2019

Subjects Taught: Physical Science, Anatomy
South Carolina Connections Academy, Columbia, SC

Certified Science Teacher, High School, August 2012 to June 2014

Subjects Taught: Biology, Chemistry, Anatomy and Physiology

Marion High School, Marion, SC

Administrator, 2012-2018

Murrell Construction Institute, Marion, SC
Responsible for 200+ adult learners obtaining a trade

Educational Director, 2011 to 2012,

Waynesville R-VI School District, Waynesville, MO

Executive Administrator 2001 to 2006

James Murrell Reinforcement, Marion, SC
Supervised 20+ employees

EDUCATION

Principal Endorsement Certification

John Hopkins University, Baltimore MD, 2021

Ed.D. Transformational Leadership

Concordia University, Portland, OR., 2019, GPA 3.97

M. Ed Learning and Technology

Western Governors University, Salt Lake City, UT., 2014,
GPA 3.0

M.A.T. Science Education

Western Governors University, Salt Lake City, UT., 2012,
GPA 3.0

Bachelor of Science Biology

University of South Carolina, Columbia, SC., 2005, GPA
3.0

CERTIFICATIONS/ACHIEVEMENTS

Google Certified Educator (Level 1) (2019)

Global Career Development Facilitator (GCDF 15003)

- Center for Credentialing & Education, Inc. June 2016

NCCER Master Trainer 2013

Educator Certifications

- SC Educational Leadership: Administration and Supervision 2020
- SC State Middle Level/Secondary Science Education 2020
- NIET 4.0 Teacher Evaluator
- MO State Middle/Secondary Biological Science 2014
- UT State Secondary Science Education (6-12) 2012
- WA State Designated Biology Residency Permit 2013

TRAINING

- Preventing Workplace Harassment
- Bloodborne Pathogens
- Student in Distress
- Child Abuse and Neglect
- School Safety
- Foundations of School Leadership Cohort 40 (2021)
- NIET 4.0 Teacher Evaluator Training
- New Art and Science of Teaching Institute (9/2017)
- INACOL Symposium Conference (10/2018)
- Congressional Black Caucus Institute (10/2019)
Advocacy and Educational Policy

LEADERSHIP EXPERIENCE

Designed and conducted various faculty and student workshops for training in bullying, peer pressure, and pathways to success.

Waynesville High School- Club Tiger, Director, 2010-2011

- Responsible for staff of 10
- Held various afterschool clubs and programs to keep students engaged.

WGU Mentor Support Workshop, May 2019

- Diversity and Inclusion Presentation
- Cultural Relevancy as it relates to Higher Education

BNE Vacation Bible School, June 2019

- Facilitated youth between ages of 13-19 understand life centered actions.
- Discussed the relationship between our actions and our goals.

2019 First Steps Education Round Table, July 2019

- Discussed ways in which our youth are affected and how education plays an important role.
- Shared ideas on how to provide support and structure for the youth from ages PK-12.

2021 USC CEEAAS Participant, January 2021

- Equity in Education

Blythewood Academy Summer School Administrator,

June-August 2021

- Modeled positive environment for students
- Discipline
- Coaching conversations with teachers
- Integration of Socio-Emotional Learning skills

2019-2021 BLYTHEWOOD ACADEMY TEAMS

AVID Advisory Team

Met frequently to discuss AVID school-wide efforts. Presented AVID strategies to faculty, provided support and guidance to achieve implementation of AVID/WICOR strategies in all classes.

Phoenix Student Advisory Team

Assisted in reviewing and adapting Individualized Graduation Plans, Individualized Learning Plans, Individualized Educational Plans, 504 Plans, and an Intervention Assistance Team Member.

Principal's Improvement Team

Worked with administration to build and maintain a strong image for educators as it aligns with Richland 2 policies and procedures. Created communications strategies and helped to strengthen partnerships with community agencies.

Science Department Professional Learning Team, Chair

Studied and recommended policies and procedures for consideration by Blythewood Academy administration in the areas of classroom curriculum, instructional materials, instructional methods, and professional development.

Community Outreach Team, Co-Chair

Worked to identify supportive community organizations, develop existing and new relationships that focuses on common interests for the Academy and the organizations.

Organization and Hospitality Team, Chair

Coordinated with other committees to ensure a common goal was reached, welcomed new staff to Blythewood Academy, planning and assisting with holiday events and celebrations, worked with administration to plan, execute, and evaluate plans that benefited the school, students, and staff

VOLUNTEER EXPERIENCE / COMMUNITY SERVICE

VISTA Summer of Service Associate, May 2011 to August 2012

- Volunteered in the community, Instructed summer school classes (K-8) Waynesville, MO

Board of Directors

- Agapeland Community Services, August 2010 to present
- James Murrell Reinforcement, September 2005- present

PROFESSIONAL AFFILIATIONS

- Afterschool Alliance Member
- National Educator Association Member
- National Science Teacher Association Member
- INACOL Member
- Solution Tree Member
- Emerge America
- South Carolina Educator Association
- Alpha Kappa Alpha Sorority Incorporated



REQUEST OF ACTION

Subject: FY22 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$175,000** for District 3.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would on8ly require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$211,475
Columbia Museum of Art	\$ 25,000
Edventure	\$ 25,000
Richland County Library	\$ 20,000
Columbia City Ballet	\$ 25,000
Riverbanks Zoo	\$ 20,000
Benedict College	\$ 35,000
Columbia International University/RAMServe	\$ 15,000
The South Carolina Juneteenth Freedom Fest	\$ 10,000
Total Allocation	\$175,000
Remaining Balance	\$ 63,900

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 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$22,500** 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
Harambee Festival 2022	\$ 5,000
Historic Columbia Concert Series	\$ 10,000
Columbia Council of Neighborhood	\$1,000
Homeless No More Run Walk	\$ 1,000
Greater Columbia Relations	\$5,500
Total Allocation	\$22,500
Remaining Balance	\$23,900

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 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 8.

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 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$ 22,275
SC Juneteenth Freedom Festival 2022	\$ 2,500
Total Allocation	\$ 2,500
Remaining Balance	\$ 99,700

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 **\$7,500** 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
Lower Richland Alumni Foundation	\$ 7,500
Total Allocation	\$ 7,500
Remaining Balance	\$171,102

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.